



AGENDA

**CITY OF LENOIR CITY
COUNCIL MEETING
905 WEST AVENUE
TUESDAY, JULY 20, 2021
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, June 15, 2021 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, June 15, 2021 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, June 22, 2021 as submitted.
- D. Minutes: Approval of the closed session minutes of the Committee of the Whole meeting on Tuesday, June 22, 2021 as reviewed by the City Attorney, City Council and City Manager.
- E. Final Offer to Purchase Real Property; located in the 500 Block of Wheeler Street: Approval of the Final Offer to Purchase Real Property by Resolution in the amount of \$500.00 following the submission of all upset bids, and as submitted by Thomas Neal Moody for property located in the 500 Block of Wheeler Street, being 0.29 acre, NCPIN#2749577733 and Caldwell County Tax ID#06-5-173A as submitted. The legal advertisement for the Notice of Offer to Purchase Real Property was published in the *News-Topic* on Tuesday, June 22, 2021. Staff recommends the City accept the Final Offer to Purchase because the City did not receive any additional upset bids.
- F. Water Sales Agreement; City of Lenoir & Joyceton Water Works, Inc.: Staff recommends City Council approval of the proposed Water Sales Agreement between the City of Lenoir and Joyceton Waterworks, Inc. to provide up to 125,000 gallons of drinking water per day at the applicable wholesale water rate.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

- A. Items of Information

1. August Calendar: The calendar for the month of August will be submitted to Council listing committee meetings and events.

2. A “Bring Back the Music” Jazz Concert will be held on Saturday, July 24 at 6:30 p.m. at the Martin Luther King, Jr. Center. A food truck will be on site and free COVID Vaccines will be available from Happy Valley Medical Center.
3. The Planning Board will meet on Monday, July 26 at 5:30 p.m. at City Hall, Third Floor.
4. The Committee of the Whole will not meet in July. The next meeting will be held on Tuesday, August 24 at 8:30 a.m. at City Hall.
5. A Cruise-In event will be held on Saturday, August 7 from 3:00 p.m. – 7:00 p.m. in downtown Lenoir.
6. The ABC Board will meet on Thursday, August 12 at 2:00 p.m.

B. Items for Council Action

1. Resolution for Property Condemnations; 320 and 340 Wilkesboro Boulevard SE: Staff recommends approval of a Resolution Regarding Condemnation of Portions of Property for Fee-Simple Interests to Construct a Public Road as outlined. Under Chapter 40A of the North Carolina General Statutes, the City of Lenoir has the power of eminent domain to acquire property to improve streets and sidewalks and to install and maintain public utilities. It is in the public interest to acquire fee simple interests to construct a public street.
 - A. It is necessary to acquire by condemnation, on a permanent basis, portions of the property belonging to John R. Flowers, Jr., identified as NCPIN# 2759473522, located at 320 Wilkesboro Boulevard SE, Lenoir, NC, being particularly described in Deed Book 1587, at Page 563, Caldwell County Registry. The City of Lenoir estimates the sum of \$6,925.00 to be just compensation for the property to be condemned.
 - B. It is necessary to acquire by condemnation, on a permanent basis, portions of the property belonging to David L. and Doris E. Williams, identified as NCPIN#2759473592 and NCPIN#2759474564, located at 340 Wilkesboro Boulevard SE, Lenoir, NC, being particularly described in Deed Book 1518, at Page 319 and Deed Book 1596 at Page 1674, Caldwell County Registry. The City of Lenoir estimates the sum of \$14,600.00 to be just compensation for the property to be condemned.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Appointments: Mayor Gibbons will recommend the following two individuals be appointed/re-appointed to the City’s Authorities/Boards/Commissions as presented. These individuals were announced at the June 15 City Council Meeting.

Planning Board

Curtis Baker 4-yr. term
*new appointment

Lenoir Business Advisory Board

Jennifer Indicott 3-yr. term
*re-appointment

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

**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 in black ink, appearing to read "Joseph L. Gibbons".

Joseph L. Gibbons, Mayor

ATTEST:
A handwritten signature in black ink, appearing to read "Shirley M. Cannon".

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.

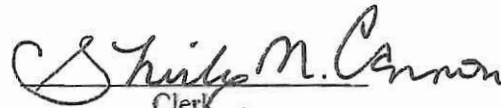
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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.

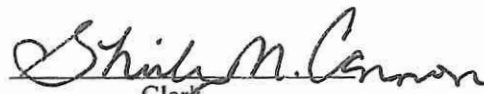
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, JUNE 22, 2021
8:30 A.M.**

PRESENT: Committee members, Mayor Joe Gibbons, Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Ike Perkins, Ralph Prestwood, Ben Willis.

VIA TELECONFERENCE:

Participating via teleconference was Councilmember Todd Perdue, and Councilmember David Stevens.

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

DEPARTMENT DIRECTORS:

Fire Chief Ken Hair, Recreation Director Kenny Story, Main Street Event Coordinator Matthew Anthony, Planning Director Jenny Wheelock, Fire Chief Ken Hair, Police Chief Brent Phelps, Public Utilities Director Radford Thomas, Public Works Director Jared Wright and Communications Director Joshua Harris. Carmen Boone, *News-Topic*, was also in attendance.

I. CALL TO ORDER

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

SPECIAL

RECOGNITION:

1. On behalf of the Customer Service Team, Joshua Harris recognized the following individuals for their outstanding customer service and for going above and beyond in providing "Service Beyond Measure."

Norman Banner, Sanitation Division
Chris Church, Public Works
Darren Bryant & Jonathan Whisnant, Public Works
Martin Crisp, Police Department
Nadine Hood, Finance

Please refer to the attached handout to these minutes for additional information about each of the Golden Ticket Winners.

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

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

- The grant for the Brownfields Assessments Project will close out by the end of

September.

- Almost 96% of the new meters for the MeterSys Project has been installed. The software is operational and currently being modified as needed.
- The dryer and belt press is operational for the Biosolids Project. Refurbishing the sludge holding tank is the last major item for this project to be complete.
- The first phase of the Crossroads Sewer Replacement Project will start in November. on the Lenoir Golf Course property. Staff's goal is to minimize interruption for the golf course owners.
- Freese and Nichols completed the two projects for the AWIA (American Water Infrastructure Act) compliance. The Risk and Resiliency Analysis was completed and certified to the State and EPA in December 2020. The Emergency Response Plan was completed and certified to the State and EPA this month (June 2021). The work was completed approximately \$75,000 under the estimated cost. The remaining funds will be utilized for Freese and Nichols to develop a Copper and Lead Analysis of the system.
- Director Thomas reported that Lowell Graves has announced his retirement effective August 1. He commended Mr. Graves for the great job he has done for the City of Lenoir and remarked he will be hard to replace.

B. Public Works: Public Works Director Jared Wright reported on the following items:

- The street paving list for FY2021-22 is currently being finalized.
- Improvements continue on sections of the greenway located at Waterlife Church, Parkview Place, Soccer Complex and Sassafras Street.
- The evaluation of right-of-ways for the Hospital Avenue Sidewalk Project is complete.
- Sanitation collection is going well and Staff averages around 40 to 50 calls for bulk service per week.
- Announced Darren Bryant has been assigned to clean and maintain the downtown area and works a minimum of four hours per day downtown. Director Wright stated the business owners have been very complimentary about his work and great personality. It was noted that Fox 46 News has also requested an interview with Mr. Bryant.
- Building Maintenance Staff has installed the Ku King sculpture and also completed repairs of the entrance sign located at the City limits as you travel from Gamewell on Highway 18.
- Staff has been assisting the Police Department at the firing range.
- Director Wright thanked City Council for approving the additional entry level position for Vehicle Services.
- Director Wright reported the City has also purchased a Billy Goat vacuum to assist with keeping the streets clean.

IV. COMMUNITY DEVELOPMENT

A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, June 10. Donna Bean, Finance Director, presented the financial report for the LTDA which included a fund balance of \$288,183.66 with \$124,100.50 in revenues and \$48,000.01 in expenditures. The total remaining obligations is \$65,025.28. Director Bean is requesting an additional \$20,000.00 to be added for this year's budget to ensure remaining expenditures would fall within the budget.

Bryan Moore presented information about a Beer Trail app that is in development. This app

will feature breweries and meaderies in both Caldwell and Burke counties. The Caldwell Chamber of Commerce will be contributing \$50.00 a month towards the project, implementation and maintenance of the app and is requesting the LTDA's support in an additional \$50.00 a month. This would bring the combined monthly contribution to \$100.00. The www.take321.com webpage is close on its launch and should be completed by September 2021. The Caldwell Chamber of Commerce is spending \$4,000.00 for marketing and promo of the joint venue site. Brenda Floyd asked how the site was found and what it will do. Mr. Moore took some time to clarify that it will act as a collective landing page that will funnel outside traffic towards the businesses and communities involved. This funding request was approved by the Board. Economic Development Director Kaylynn Horn will be presenting a design for a main wayfinding sign at Smith Crossroads.

In addition, the Tattoo Gathering will be held this year from September 3-5th. They have asked for \$2,500.00 which was approved by the Board. A Cruise-In is scheduled on Saturday, July 3rd in downtown Lenoir. Also, the Blackberry Festival has pivoted and will be an app based scavenger hunt event running from July 1 – 15th. The annual Sculpture Festival will be held on Saturday, September 11 beginning at 9:00 a.m. at the T.H. Broyhill Walking Park.

- B. The Lenoir Business Advisory Board (LBAB): The Lenoir Business Advisory Board will meet on Thursday, July 8. Matthew Anthony, Main Street Event Coordinator, presented the following report. Coordinator Anthony reiterated the Tattoo Gathering application has been approved and reviewed the above scheduled events. He stated the downtown Farmer's Market continues to be held on Saturdays behind the Caldwell County Office Building. He further stated the Board would review grant requests at their next meeting.

In addition, he mentioned the Board reviewed a presentation by Director Horn on the Main Street Four Point Approach which includes promotion, economic vitality, organization and design. Also, he reported the Southern Sundown race will be held on August 21, but the Bootlegger 100 race has been postponed until 2022. The Lenoir Legends are currently hosting games at the Walker Stadium and their schedule is available online at www.downtownlenoirnc.com.

Coordinator Anthony mentioned that beer gardens would be available at the two Summer Music events to be held on the downtown square on Friday, July 9 and Friday, August 13. A smaller Barbeque Festival will also be held in October and will be a ticketed event.

- C. Planning Board: Planning Director Jenny Wheelock reported the Planning Board will not meet in June. The application for Conditional Zoning for three zero-lot-line houses on Pennton Avenue that was tabled at the May Planning Board meeting was withdrawn by the applicant due to concerns over the Floodplain Development regulations.
- D. Parks and Recreation Advisory Board: The Parks and Recreation Advisory Board did not meet in June. The next meeting is scheduled for Monday, August 16 at 6:00 p.m. at Mulberry Recreation.

1. Fireworks Authorization Request/Permit

Recreation Director Kenny Story and Fire Chief Ken Hair explained that, due to previous changes in the North Carolina law, and as a formality, Staff is requesting Council's approval of a permit to be

issued by the Fire Marshall's office for the fireworks event scheduled on July 4. Chief Hair further stated Pyro Shows, Inc., applicant, would also provide the City with a Certificate of Insurance in order to provide evidence of financial responsibility as operator of the fireworks display that is scheduled for Sunday, July 4 at Optimist Park beginning at 9:30 p.m.

A copy of the permit is attached to these minutes as information.

Motion

Following a brief discussion and upon a motion by Councilmember Willis, Council voted 7 to 0 to approve the permit as submitted by Pyro Shows, Inc. for a fireworks display to be held on Sunday, July 4 at 9:30 p.m. at Optimist Park as presented by City Staff.

Additional Information

Director Story shared a Jazz Concert will be held at the Martin Luther King, Jr. Center, (MLK) on Saturday, July 24 from 6:30 p.m. – 10:30 p.m. Tom McCrary, West Caldwell Health Center, will also be available onsite to provide Covid-19 vaccines for the general public. Director Story further shared a Gospel Singing will be held on August 14 at the MLK Center beginning at 6:00 p.m.

Director Story reported the annual Harambee Festival would not be held this year, but reiterated the Sculpture Festival is scheduled for Saturday, September 11. He also reported the Department still needs lifeguards and is conducting a certification class this week. The restroom facilities should be completed at the T.H. Broyhill Walking Park and at the former LHS Auditorium within the next two weeks. The fire alarm panel is being replaced at the Aquatic Fitness Center and coaches from the Legends Team and CCC&TI Team will be conducting baseball and soft ball clinics.

On behalf of City Council, Mayor Gibbons commended Parks & Recreation Director Kenny Story for the great job he is doing for the City of Lenoir and its citizens.

E. Financial and Administration

1. Update: Finance Director Donna Bean reviewed the Financial Summary as of May 31, 2021 and stated the City is in good financial shape. The over/under balance in the General Fund is \$2,433,688.89, Downtown District \$52,777.30, and Water & Sewer Fund \$1,502,091.03.

A copy of the May financial summary is attached to these minutes as information.

Director Bean reported the City is on target for its goals and stated 95% of the budgeted revenues have been received. She also shared that 100% of the Downtown's revenues have been collected. She explained that expenditures have decreased due to facilities being closed during the pandemic. In addition, Director Bean reported the Downtown District and the Water & Sewer Fund are also on target with their budgets.

2. Amendment #2; 2020 Unifour Consortium HOME Program Capital Project Budget Ordinance: Finance Director Bean explained the purpose of Amendment #2, 2020 Unifour Consortium HOME Program Capital Project Budget Ordinance in the amount of \$621,774.55

is to reflect revenue changes received by Rick Oxford, Plan Administrator, Western Piedmont Council of Governments (WPCOG), which increased the budget.

(A copy of Amendment #2 is attached to these minutes as information.)

Motion

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve Amendment #2 for the 2020 Unifour Consortium HOME Program Capital Project Budget Ordinance in the amount of \$621,774.55 as requested by Rick Oxford, Plan Administrator.

As information, City Manager Hildebran clarified for Council, the City follows the State of North Carolina's holiday schedule when asked about the Juneteenth holiday.

- F. Update; Public Communications: A copy of the May 2021 Communications Report was presented to Council as information.

There were 9 news releases, 100 photos, 7 videos, 114 social posts, 31 notify me requests, 21 questions & answers and 5 e-sign ups. The website experienced 35,166 views and reached 87,378 people via Facebook and Twitter. Also, there were 2,844 video views.

Director Harris shared he has made a video which will be shown on the Caldwell County Government channel that explains the features of Public Utilities new Water Smart Portal. The video outlines how citizens may sign up for this service that allows them to view and maintain their water account plus report any water or billing issues they may be currently experiencing.

V. PUBLIC SAFETY

A. Police Department

1. Update; Police Department: Police Chief Brent Phelps stated Staff continues to work on closing out year-end projects. The Department has received a number of new radios as technical support is no longer available for their prior ones. In addition, Chief Phelps shared the Department has received three of their new vehicles which are silver in color and they are waiting on one additional car. These vehicles are currently being outfitted with the Department's new design and equipment.

Chief Phelps reported the Department has three vacancies which will be filled by the end of the month. He also stated that Corporal Thai Lee is retiring effective June 30, 2021 and commended him for his service to the Department and the citizens. Chief Phelps remarked the Department is reviewing several strategic retirements that will occur over the next several years and stated their goal is to train Staff in different positions in order for everyone to be as prepared as possible for the future.

2. Update; Fire Department: Fire Chief Ken Hair reported the Department received Safety Grants from the North Carolina League of Municipalities (NCLM). There were two sections under this opportunity being Safety Grants and Loss Liability Grants. Each section afforded up to \$5,000 with a 50% match. The Fire Department was awarded \$5,000 from the NCLM for their

Safety Grant in which they applied for a Battery Operated Combination Rescue Extrication Tool for Engine 2 with a total cost of \$10,793. They were awarded \$3,118 from the NCLM for their Loss Liability Grant in which they applied for Turnout Gear Storage Racks for Fire Station 1 with a total cost of \$6,236.

Next, Chief Hair reported that, due to a vehicle accident, the Dry Hydrant at the Moose Lodge was destroyed and it is the only water source for their property. He thanked Public Utilities Director Radford Thomas and Staff, especially Brandon Goble's crew, who performed all the leg work to install and make the hydrant functional again. The Moose Lodge was very thankful for the Fire Department's quick actions to repair the hydrant and sent the Fire Department a donation of \$50.00. Chief Hair said he was not sure if he had the authority, but he would like to forward the donation to Brandon Goble's crew as they performed the work necessary to repair and get the hydrant back in service.

Chief Hair also reported the Fire Department is currently installing free smoke detectors for the public again and clarified they are purchased with grant funding or from their departmental budget.

VI. OTHER

- A. July Calendar: By consensus of the Council, the calendar for the month of July was approved listing various committee meetings.
- B. Closed Session: Pursuant to N.C.G.S. §143-318.11(6), and upon a motion by Councilmember Willis, City Council entered into closed session to discuss personnel.
- C. Upon a motion by Councilmember Perkins, Council voted unanimously to re-enter into open session. City Council took the following action:

Mayor Gibbons stated City Council has completed their evaluation of City Manager Scott Hildebran and are recommending an 8% salary increase effective immediately along with an additional 2.5% match to his 401 (K) retirement account for a total City match of 5%.

Mayor Gibbons and Councilmembers highly commended Mr. Hildebran for his leadership and vision and for the great job he is doing for the City of Lenoir. They further expressed appreciation for how informed he is about current events and how active he is in the community by attending committee meetings and events.

City Manager Hildebran thanked City Council and stated he appreciates working with Council and all of the Department Directors. Mr. Hildebran said he was fortunate to have such a good team and to be working for the City of Lenoir.

Motion

Upon a motion by Councilmember Prestwood, City Council voted unanimously to approve an 8% salary increase and a 2.5% 401 (K) increase for a total 401 (K) match of 5% for City Manager Scott Hildebran as recommended by the Committee and City Council. These increases will be effective immediately.

VII. Adjourn:

There being no further business; the meeting was adjourned at 10:25 a.m.

Attachments

Customer Service Handout

Amendment #2, 2020 Unifour Consortium HOME Program Capital Project Budget Ordinance

May Communications Report

GOLDEN TICKET WINNERS

Golden Tickets are a way City staff can recognize each other for going the extra mile. Winners get a certificate signed by the City Manager and their department head, and staff will recognize winners at Committee of the Whole meetings. Each year, the Customer Service Team votes on which Golden Ticket was most deserving, and that person wins the annual Golden Rule Award and an extra paid day of vacation!

Norman Banner

Nominated by Donovan Church, Jared Wright, and Shane Barrier, Jan. 27.

In their nomination, Jared and Shane wrote, "Norman discovered a zip-lock bag in the trash while he was dumping a cart on his daily route. The bag appeared to contain a checkbook and loose cash. Knowing that these items shouldn't have been thrown out, Norman retrieved the bag and turned it in to his supervisor. After a quick investigation, the rightful owner of the checkbook and cash was contacted and the items were safely returned. The cash, totaling several hundred dollars, was said to be rent money and the owner was extremely grateful for Norman's selfless act of honesty and compassion."

Jared, Shane, and Donovan said Norman exhibited Key 1 - Personable, Key 2 - Proactive, Key 4 - Professionalism, and Key 7 - Equitable Service, and Key 8 - Successful Service Recovery.



From left: Assistant Sanitation Superintendent Thomas Coffey, Norman Banner, and Sanitation Superintendent Shane Barrier.

Chris Church

Nominated by Daniel Bentley, Feb. 5, 2021

Daniel and Chris were picking up garbage on their route and Chris saw a man lying on the ground beside his car. He yelled for Daniel to stop the truck and went over to assist the man. His legs are weak and he had fallen trying to get out of his car. They helped him up and made sure he was okay.

Daniel said Chris exhibited Key 1 - Personable, Key 2 - Proactive, Key 4 - Professionalism, Key 5 - Timely & Efficient, and Key 7 - Equitable Service.



Darren Bryant and Jonathan Whisnant

Nominated by Marshall Rupert, March 8, 2021

Darren and Jonathan assisted Marshall in cleaning up a homeless campsite on property near Harper Avenue. Marshall said the men exhibited Key 2 - Proactive and Key 6 - Team Work.



Darren Bryant, left, and Jonathan Whisnant, Sanitation Laborers, Public Works

Sgt. Martin Crisp

Nominated by Sandra Parlier, March 15, 2021

After receiving the following letter of thanks from grieving parents, Sandra and everyone at the police department felt Sgt. Crisp deserved a Golden Ticket. Sandra said Sgt. Crisp exhibited Key 1 - Personable and Key 4 - Professionalism.



From: Top retired [REDACTED]@gmail.com]
Sent: Thursday, March 4, 2021 3:28 PM
To: Phelps, Brent
Subject: Martin Crisp

Chief Phelps,

Many times during your tenure I am sure you have received complaints about fellow officers. This is not one of those emails. On 2/24 SGT Crisp came to our home and had to inform us that our son died by suicide in Alexander county. I met Marty about two years ago during a difficult time for us regarding our son and he always came by just to make sure we were safe and that we did not need anything. As a retired Army veteran I have been on the other side of the equation in regards to notifying next of kin and it was some of the worst days I can recall. However, I was not prepared for being on the receiving end of this type of news. Only through his compassion and strength were my wife and I able to even make any sense of this. 99% of the time a stranger shows up at the door or worse yet you just get a phone call from someone to inform you of the news. SGT Crisp is an exemplary officer but an even better human being. If there were more officers like him I think the world would be a better place. I come from a long line of police officers both past and present. My brother (Retired [REDACTED] Commander) was taken aback when he met Marty. He said he was absolutely one of the best officers he has met in his career. SGT Crisp serves as a light in the darkness for my family and I just wanted you to know that we will forever be grateful for his friendship and professionalism. I am sure this is the type of officer every chief wishes they had but to us he will just be "Marty" forever more. Thank you for creating an environment where officers like SGT Crisp can help the community in this manner.

Kindest Regards,

[REDACTED]

Nadine Hood & the Finance Department

Nominated by Hannah Williams, March 16, 2021

In her nomination, Hannah wrote, "The Unifour HOME Consortium, a house down-payment assistance program administered by WPCOG, is in its 25th year of providing support to the area. The WPCOG recognized the Lenoir Finance Department as integral to the success of the program. 'Much of the success of the program is due to the City of Lenoir Finance Department,' said the WPCOG Policy Board. 'Over the years the City of Lenoir has written over 4,000 checks and completed 25 audits and annual reports for the Consortium. Lenoir Finance Department's ability to be flexible by providing checks to closing attorneys in a timely manner allowed the program to be reliable for homebuyers and lenders for the past 25 years.' Nadine Hood is a long-time accounts payable employee in the Lenoir Finance Department has played a vital role in the success of this program!"

Hannah said Nadine exhibited Key 2 - Proactive, Key 4 - Professionalism, Key 5 - Timely & Efficient, Key 6 - Team Work, and Key 7 - Equitable Service.



Lenoir Fire Department

602 Harper Avenue, N.W.
Lenoir, North Carolina 28645



Fire Marshal
Christopher W. Jacobs
(828) 757-2193
(828) 394-1206 Fax
cjacobs@ci.lenoir.nc.us

Lenoir Fire Department
(828) 757-2190

APPLICATION FOR FIREWORKS DISPLAY PERMIT

- Name: Lenoir Parks & Recreation (individual, group or organizational sponsor)
- Address: 720 Mulberry St. SW
Lenoir, NC 28645
- Location of Display: 701 Mulberry St. SW (Street Address)
Lenoir, NC 28645
- Name, Address and Phone number of fireworks display operator:
Pyro Shows, Inc. PO Box 1776 LaFollette, TN 37766 423-494-9063
- Date and Time of Fireworks Display: July 4, 2021 9:30 PM
- Proposed Rain/Wind Date if event is postponed: N/A
- Provided a copy of approval for the fireworks display from the City of Lenoir per Caldwell County Agreement.
- Provide the qualifications of the operator which demonstrate experience with use of fireworks and knowledge of all safety precautions related to the storage, handling or use of fireworks. Operators **must have a permit from the Office of State Fire Marshal** and provide a copy of permits of all personnel involved in the display to this office or provide documentation required for assistants on site.
- Provide Evidence of Financial Responsibility by the sponsor of the event of the operator of the fireworks display. (Insurance Certificate) **City of Lenoir is to be included in the Certificate Holder Section.**
- Provide a "Procedure Plan for Failures" which establishes procedures to follow and actions to be taken in the event that a shell fails to ignite or other malfunctions.
- Provide a diagram (including distances) of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, this lines behind which the audience is to be restrained, and the location of other possible overhead obstructions.
- Provide information regarding the number and types of fireworks which will be discharged.
- Provide information regarding the manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site.

By signing this document, the applicant agrees that the operation of this outdoor fireworks display will conform to the terms of NFPA 1123 or NFPA 1126, and the General Statutes of North Carolina.

Kenny Story, Recreation Director
(Signature of Applicant)

6-23-21
(Date)



**City of Lenoir
Financial Summary
As of 5/31/2021**



General Fund					
	2020-2021 Budget	5/31/2021	% of Budget	Change from Previous Year	5/31/2020
Total Revenue	\$ 18,644,570.98	\$ 17,682,320.47	95%	\$ 517,261.77	\$ 17,165,058.70
COVID-19- Revenue	\$ 314,054.98	\$ 314,054.98	100%		
Revenue Net of COVID	\$ 18,330,516.00	\$ 17,368,265.49	95%	\$ 203,206.79	\$ 17,165,058.70
Expenditures	\$ 18,644,570.98	\$ 15,248,651.58	82%	\$ (607,132.36)	\$ 15,855,783.94
COVID-19 Expenditures	\$ 314,054.98	\$ 314,054.98	100%		
Expenditures Net of COVID	\$ 18,330,516.00	\$ 14,934,596.60	81%	\$ (921,187.34)	\$ 15,855,783.94
Over/Under Net of COVID	\$ -	\$ 2,433,668.89		\$ 1,124,394.13	\$ 1,309,274.76
Downtown District					
	2020-2021 Budget	5/31/2021	% of Budget	Change from Previous Year	5/31/2020
Total Revenue	\$ 191,938.00	\$ 191,291.90	100%	\$ 10,091.05	\$ 181,200.85
COVID-19- Revenue	\$ 8,200.00	\$ 8,200.00	100%		
Revenue Net of COVID	\$ 183,738.00	\$ 183,091.90	100%	\$ 1,891.05	\$ 181,200.85
Expenditures	\$ 191,938.00	\$ 138,514.60	72%	\$ (30,675.19)	\$ 169,189.79
COVID-19 Expenditures	\$ 8,200.00	\$ 8,200.00	100%		
Expenditures Net of COVID	\$ 183,738.00	\$ 130,314.60	71%	\$ (38,875.19)	\$ 169,189.79
Over/Under Net of COVID	\$ -	\$ 52,777.30		\$ 40,766.24	\$ 12,011.06
Water/Sewer Fund					
	2020-2021 Budget	5/31/2021	% of Budget	Change from Previous Year	5/31/2020
Revenues	\$ 8,606,700.00	\$ 8,700,007.40	101%	\$ 63,684.93	\$ 8,636,322.47
COVID-19- Revenue	\$ 25,400.00	\$ 25,400.00	100%		
Revenue Net of COVID	\$ 8,581,300.00	\$ 8,674,607.40	101%	\$ 38,284.93	\$ 8,636,322.47
Expenditures	\$ 8,606,700.00	\$ 7,197,916.37	84%	\$ 17,086.23	\$ 7,180,830.14
COVID-19 Expenditures	\$ 25,400.00	\$ 25,400.00	100%		
Expenditures Net of COVID	\$ 8,581,300.00	\$ 7,172,516.37	84%	\$ (8,313.77)	\$ 7,180,830.14
Over/Under Net of COVID	\$ -	\$ 1,502,091.03		\$ 46,598.70	\$ 1,455,492.33

CITY OF LENOIR As Amended 6-22-21
AMENDMENT #2 TO THE 2020 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M20-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2020 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue from HOME Grant

	CURRENT	REVISED	Change
Revenue from HOME Grant	1,145,874	1,145,605	(269.00)
Anticipated Program	425,000	1,047,043.55	622,043.55
Income			
Total Revenues	1,570,874	2,192,648.55	621,774.55

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

	Current	Revised	Change
Down Payment Assistance	483,311	1,009,007.55	525,696.55
HOME CHDO	171,882	171,882	0.00
Multi-Family Housing	384,300	384,072	(228.00)
New Construction	307,000	307,000	0.00
Morganton			
Program Income Admin	52,500	148,806	96,306.00
General Program Admin	171,881	171,881	0.00
Total Expenditures	\$1,570,874	\$2,192,648.55	621,774.55

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

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

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

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

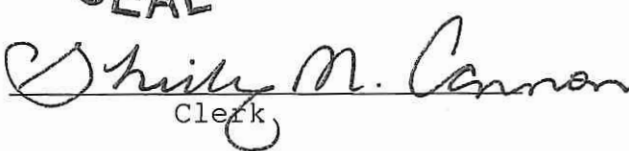
Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

CITY OF LENOIR
CHARTERED
JANUARY 28, 1851

Adopted this the 22nd day of June, 2021.



Mayor

SEAL


Clerk

May 2021 Communication Report

By Joshua Harris, Director, Communication & Public Information 6/7/2021

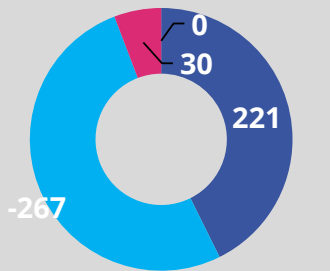
CONTENT CREATION

News Releases	Photos	Videos	Radio Spots	Social Posts	Notify Me	Q&A	eSign
9	100	7		114	31	21	5

PUBLIC ENGAGEMENT

New Followers

-16



Facebook Twitter
Instagram City Alerts

Social Reach

87,378

Facebook 83,560
Twitter 3,335

Video Views

2,844

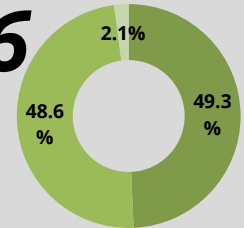
Facebook 2,457
YouTube 387

Website Views

35,166

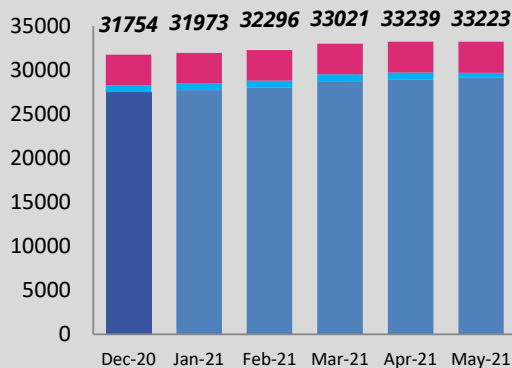
Top Pages

- 1 Payment Options
- 2 Jobs
- 3 Water & Sewer Service
- 4 Police
- 5 LAFC
- 6 Garbage Collection
- 7 Parks & Recreation

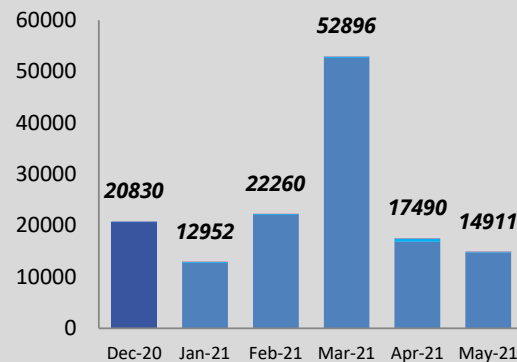


Mobile
Desktop
Tablet

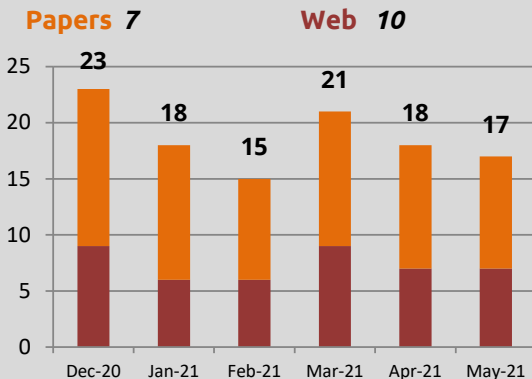
Total Followers



Social Engagement



Media Coverage





Top Facebook

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

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

Total Facebook Followers

29,159

Last Month 28,938

Gain 221

City of Lenoir Police Department
Published by CI Div · May 20 at 1:47 PM ·

With heavy hearts, the Lenoir Police Department mourns the passing of retired K9 Cerik, K9 Cerik was the youngest K9 to ever certify with Lenoir PD, and he served faithfully from 2012 until his well-earned retirement in 2019. In retirement, K9 Cerik lived with his handler, SGT Nathaneal Blache and family. K9 Cerik passed peacefully with his handler and other friends by his side on 05/12/2021. Please keep SGT Blache and his family in your thoughts and prayers.



44,327
People Reached

5,592
Engagements

Boost Post

836

110 Comments 208 Shares

	Paid	Organic	Rate
Reach		44,327	
Engagements		5,592	13%
> Comments		110	
> Shares		208	

City of Lenoir Fire Department
Published by Tucker Price · May 5 ·

Pictures from a possible structure fire this evening that turned out to be an outdoor trash can on fire. Thanks to the employees of Harbor Freight taking quick action with their fire extinguishers as well as a quick response from first due units the fire did not progress any worse. A possibly bad situation mitigated before it got any worse.
"Pre arrivals photos courtesy of Jeanne Bell"



18,922
People Reached

4,546
Engagements

Boost Post

You and 204 others

19 Comments 148 Shares

	Paid	Organic	Rate
Reach		18,922	
Engagements		4,546	24%
> Comments		19	
> Shares		148	

City of Lenoir, NC Government
Published by Joshua Harris · May 24 at 5:01 PM ·

Congratulations to Officer Brandon MacLeod on being promoted to Sergeant with the City of Lenoir Police Department. Sgt. MacLeod has served as Patrol Officer, Master Patrol Officer, Traffic Officer, School Resource Officer, and a Police Corporal. MacLeod has also served as the lead advisor the department's Police Explorer Post. "Please join me in congratulating Sergeant MacLeod on his new promotion within our agency," Chief Brent Phelps said.



9,130
People Reached

1,478
Engagements

Boost Post

237

60 Comments 19 Shares

	Paid	Organic	Rate
Reach		9,130	
Engagements		1,478	16%
> Comments		60	
> Shares		19	



Top Tweets

Impressions: Times people saw this Tweet on Twitter

Engagements: Times people interacted with this Tweet

Total Twitter Followers

526

Last Month

793

Gain

-267



City of Lenoir, NC @CityofLenoir

Congratulations to Officer Brandon MacLeod on being promoted to Sergeant with the City of Lenoir Police Department. Sgt. MacLeod has served as Patrol Officer, Master Patrol Officer, Traffic Officer, School Resource Officer, and a Police Corporal. pic.twitter.com/NwdsvAebm8

Impressions	420
Total engagements	3
Media engagements	1
Likes	1
Detail expands	1



City of Lenoir, NC @CityofLenoir

Mayor Joe Gibbons, Councilman Ike Perkins, and other community leaders gathered in @DowntownLenoir today to pray on the #NationalDayofPrayer. The theme was 2 Corinthians 3:17, "Now the Lord is the Spirit, and where the Spirit of the Lord is, there is freedom." @NatlPrayer pic.twitter.com/mUOOk92AYM

Impressions	240
Total engagements	18
Media engagements	12
Likes	3
Detail expands	2
Profile clicks	1



Top Instagram

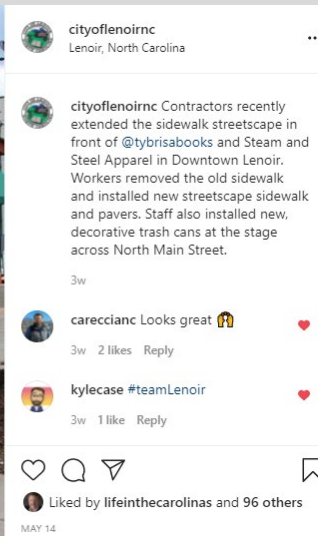
Likes: The number of people who liked the post on their feed

Total Instagram Followers

3,538

Last Month 3,508

Gain 30



Likes

97

Comments

4



Likes

85

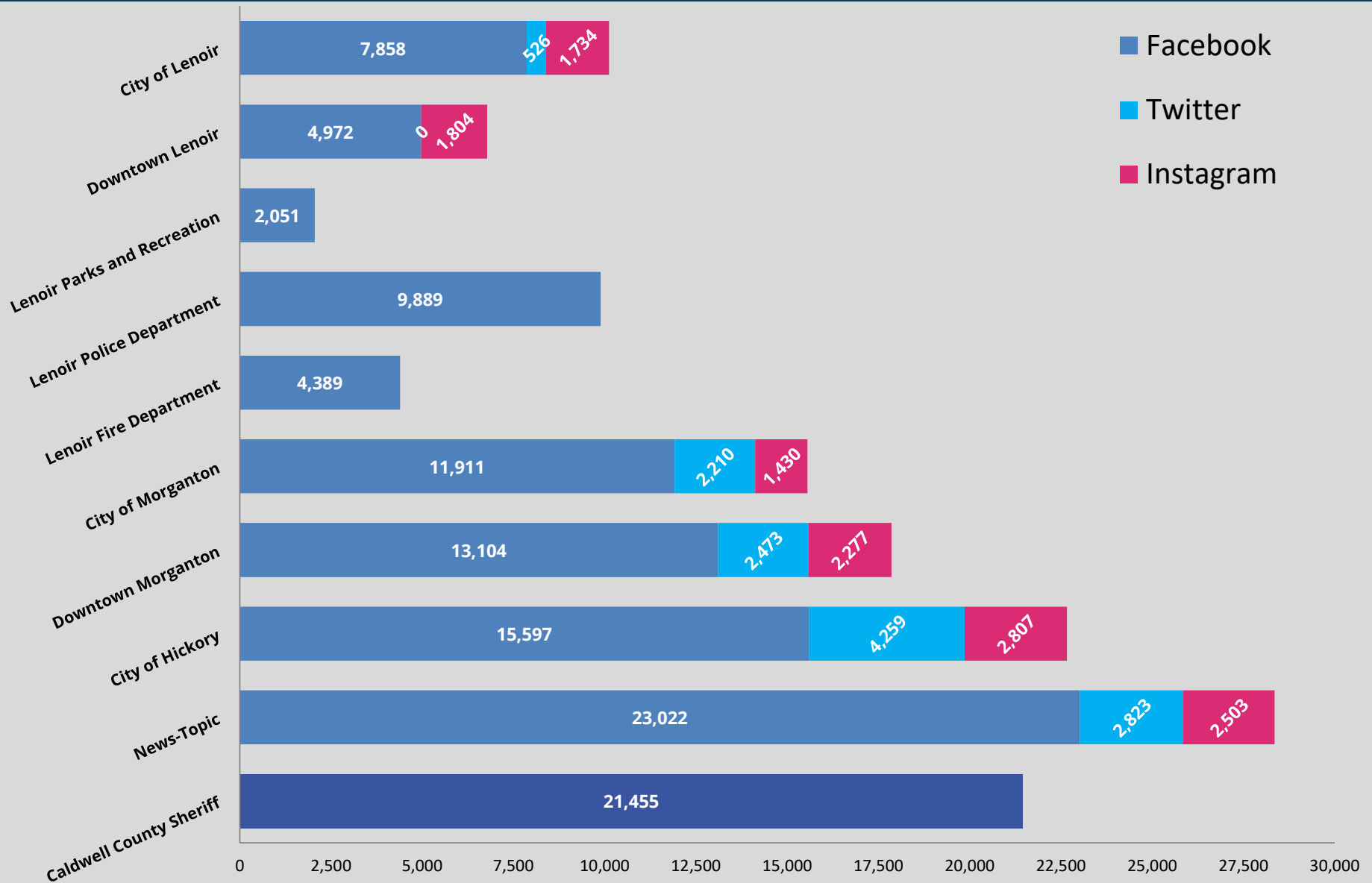
Comments

4



Social Comparison

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





Questions and Form Requests

21

Bulk Garbage 55

Garbage Pickup 16

Cart Issue 2

Extra Cart 18

Payment Plan

Records Request

Total Requests 91

There are a couple pit holes on our road that could be fixed plz. The whole road honestly needs repaving

I live in the Cedar Rock Community and wanted to report unsafe drivers around here

There is a fire hydrant in the lower parking lot of Hibriten High School that does not work.

Green yard waste container was not emptied on Wednesday.

I am wanting to set up at the downtown farmers market. I paint on wood. Scenes sometimes add a Script

I need a trash can please. Mine broke. I tried to fill out the form. No luck, I don't have an account number. 1106 Plaza St NW Lenoir, NC 28645

Be advised that the street signs at the corner of Woodhaven and Poplar are missing

I am wanting to move to Lenoir to be closer to my sisters. I am interested in the new ones off lower creek rd

tree limbs are obstructing street lights on Middle St and Middle St and Briarwood St corner intersect.

I am having to go to court for my landlord. He has had us living in an unliveable home for almost 2 years now with black mold

Traffic light takes way too long to change if attempting to turn left. Intersection of Harrisburg Dr sw and Morganton blvd in lenoir

Do you have a printed map, brochure or tourist guide to send me to Spain?

This is the place directly in front of Bakers Waste Equipment in Whitnel area. The grass is super high since noone is ever there and it is getting ridiculo

Once again, my green waste collection bin was not emptied on Wednesday. 2303 Briarwood St SW

Hello, I was hoping to inquire about an "Adopt a Street" program within the city of Lenoir? Is there a program like that set up?

Gate was locked at the aquatic center

I'm trying to get someone to go over beside the library to cut the ivy back off the sidewalk and the tree.

I had ordered a Veterans plaque for memorial day and wanted to see if it was installed

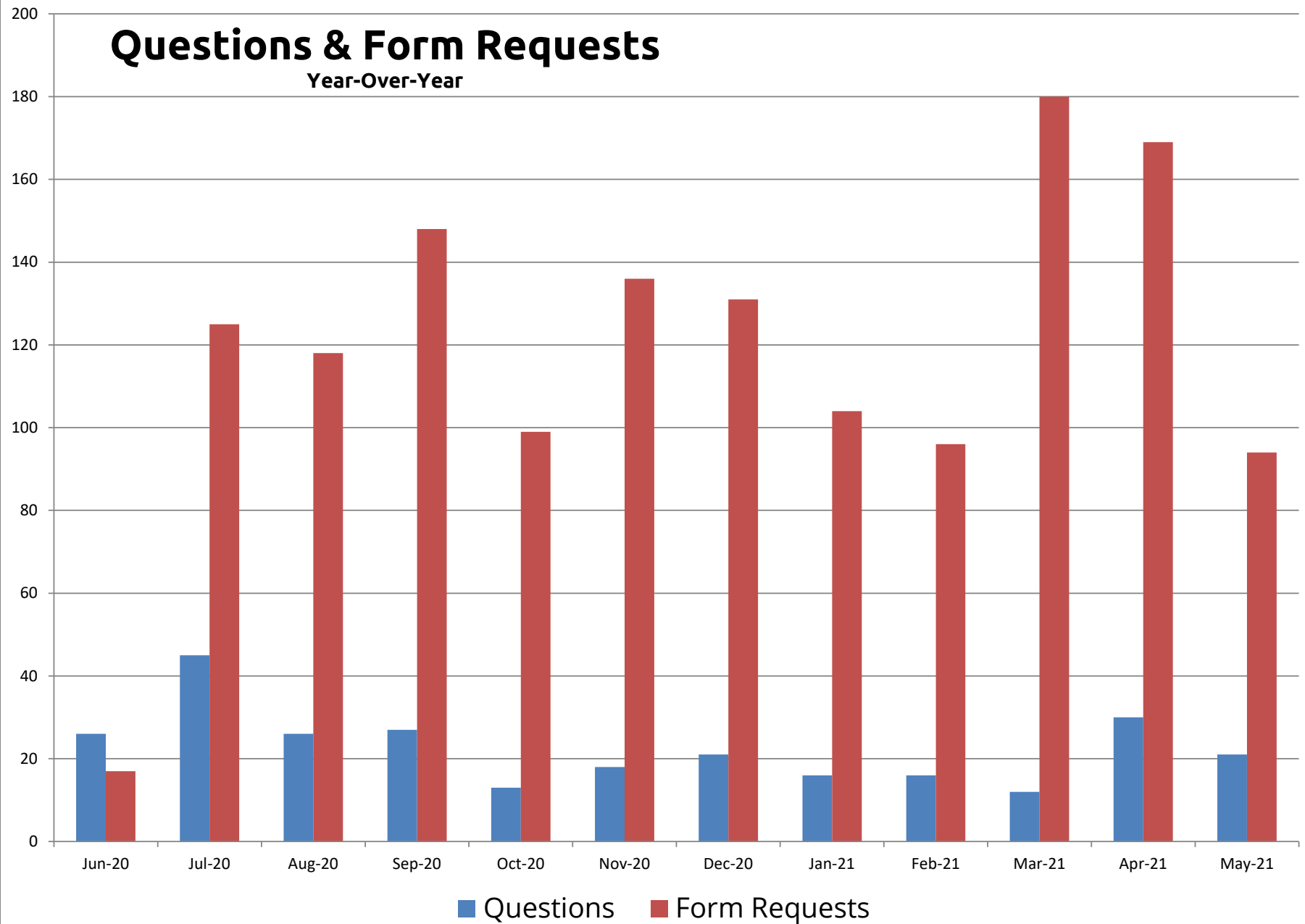
I called yesterday. I am trying to check on some pavers.

Will there be a Memorial Day ceremony on square Monday?

5085 Hwy 90, I saw a man and woman walking up into the woods with back packs on.

Questions & Form Requests

Year-Over-Year



**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. **Agenda Item:** Proposed acceptance of an offer of \$500.00 to purchase property owned by the City of Lenoir located in the 500 block of Wheeler Street (NC PIN 2749577733).
- II. **Background Information:** Thomas Moody of 423 High Circle NW has submitted a \$500.00 offer to purchase a vacant parcel owned by the City of Lenoir that is adjacent to his residential lot on High Circle. Consistent with NCGS 160A-269 and City Council direction, staff provided notice of the offer in the *Lenoir News-Topic* to initiate the upset bidding process.

The assessed value of this 0.29 acre parcel is \$8,600 and it is zoned R-6. The City was deeded this property in 1947 by R.L. and Minnie Bush. A map with parcel information is enclosed as well as the offer, bid deposit and public notice.

Note: The legal advertisement for the Notice of Offer to Purchase Real Property was published in the *Lenoir News-Topic* on Tuesday, June 22, 2021 starting a ten (10) day upset bid period as required by NCGS 160A-269. The City did not receive any upset bids.

- III. **Staff Recommendation:** Approve the Final Offer to Purchase Real Property by Resolution in the amount of \$500.00 following submission of all upset bids, and as submitted by Thomas Neal Moody for the property located in the 500 block of Wheeler Street (NC PIN 2749577733) owned by the City of Lenoir.

- IV. **Reviewed by:**

City Attorney:

Planning Director: 



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 owns certain property, located in the 500 Block of Wheeler Street, Lenoir, NC, and being approximately 0.29 acre, and being Caldwell County Tax Parcel ID#06-5-1-73A and NCPIN 2749577733, and more particularly described on the following page; and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$500.00, submitted by Thomas Neal Moody, Lenoir, NC; and

WHEREAS, Thomas Neal Moody has paid/will pay the required five percent (5%) deposit on his offer;

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

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

offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and the buyer must pay with cash, cashier's check or certified check at the time of closing.

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

This the 20th day of July, 2021.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

Beginning on a stake in the South margin of Wheeler Street and runs South 57 deg. West with the margin of said street 147 feet to a stake; thence South 55 deg. East 196 feet and 4 inches to a stake in Jay Gragg's line' thence with said line North 11 deg. West 200 feet to the beginning, containing 14,700 square feet.

Parcel ID No. 06-5-1-73A

NCPIN No. 2749577733

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



§ 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.)

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

Notice is hereby given pursuant to N.C.G.S. §160A-269 that the City of Lenoir has received an Offer to Purchase of that City-owned real property located in the 500 Block of Wheeler Street, Lenoir, N.C., and being approximately 0.29 acre and being Caldwell County Tax Parcel ID #06-5-1-73A and NCPIN 2749577733. The offered purchase price is \$500.00 for conveyance by non-warranty deed. The property shall be conveyed “as is, where is,” and the purchase and sale shall be subject to all superior liens, unpaid taxes and special assessments, if any. The City Council proposes to accept said offer.

Within ten (10) days of this notice any person may raise the bid by not less than ten (10%) of the first \$1,000.00 and five (5%) percent of the remainder and by making a deposit of five (5%) percent of such increased bid with the City Clerk. Any such bid shall be subject to further advertisement as provided in N.C.G.S. §160A-269. The City Council may at any time reject any and all bids.

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

Please publish on Tuesday, June 22, 2021.

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

Notice is hereby given pursuant to N.C.G.S. §160A-269 that the City of Lenoir has received an Offer to Purchase of that City-owned real property located in the 500 Block of Wheeler Street, Lenoir, N.C., and being approximately 0.29 acre and being Caldwell County Tax Parcel ID #06-5-173B and NCPIN#2749577733. The offered purchase price is \$500.00 for conveyance by non-warranty deed. The property shall be conveyed "as is, where is," and the purchase and sale shall be subject to all superior liens, unpaid taxes and special assessments, if any. The City Council proposes to accept said offer. Within ten (10) days of this notice any person may raise the bid by not less than ten (10%) of the first \$1,000.00 and five (5%) percent of the remainder and by making a deposit of five (5%) percent of such increased bid with the City Clerk. Any such bid shall be subject to further advertisement as provided in N.C.G.S. §160A-269. The City Council may at any time reject any and all bids.

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

June 22, 2021

**NORTH CAROLINA,
CALDWELL COUNTY,
AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Dale Morefield who being first duly sworn, deposes and says: that he is Publisher of the News-Topic Inc., engaged in the publication of a newspaper known as News-Topic, published, issued, and entered as second class mail in the City of Lenoir, in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in Lenoir News-Topic on the following dates

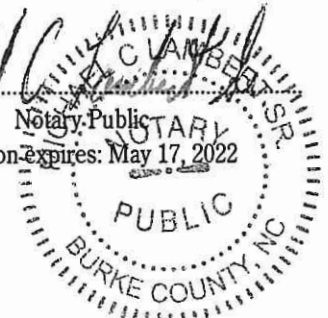
June 22, 2021

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This is the 22nd day of June, 2021

Sworn to and subscribed before me, this 22nd day of June, 2021.

Notary Public
My Commission Expires: May 17, 2022



CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of a New Water Sales Agreement Between the City of Lenoir and Joyceton Waterworks, Inc.

Background Information: The City of Lenoir has been selling water to Joyceton Waterworks, Inc. as a wholesale customer under an agreement that was originally established with Joyceton in June of 1969. The City has approached Joyceton Waterworks with a need and desire to establish a new sales agreement that is better reflective of Joyceton Waterworks current usage and in anticipation of the City of Lenoir acquiring the Joyceton Waterworks potable water distribution system in the near future.

Attached for your consideration is a proposed agreement with Joyceton Waterworks, Inc. to establish a two-year agreement that would become effective July 20, 2021 upon City Council approval and expire July 19, 2023. It establishes a base amount of up to 125,000 gallons per day that the City would provide to Joyceton Waterworks at our wholesale customer rate (the original 1969 agreement allowed up to 300,000 gallons per day). That rate is currently \$2.26 per 1,000 gallons however it is subject to change based upon any action that may be taken by the Council during budget preparation in future years.

To further facilitate the future acquisition of the system by the City, City staff has been working with Joyceton Waterworks to establish a Transitional Maintenance and Service Agreement with Joyceton Waterworks, Inc. This agreement would include the City providing meter reading, billing and collection services to Joyceton Waterworks along with waterline maintenance services as needed during the two-year transitional period of the water sales contract. It is planned to have the agreement to City Council for consideration in August.

- II. Staff Recommendation:** Staff recommends City Council approval of the proposed water sales agreement with Joyceton Waterworks, Inc. to provide up to 125,000 gallons of drinking water per day at the applicable wholesale water rate.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

AGREEMENT TO PURCHASE WATER

THIS CONTRACT is made and entered into this 20th day of July, 2021 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as “Lenoir” and the Joyceton Waterworks Inc., hereinafter referred to as “Joyceton”.

WITNESSETH

WHEREAS, Lenoir and Joyceton, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and Joyceton; and

WHEREAS, Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Joyceton owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Lenoir and Joyceton mutually desire to enter into an agreement to sell and purchase water in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to sell water to Joyceton throughout the term of this agreement without impairing services to the users connected to its water system; and

WHEREAS, Lenoir and Joyceton each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement shall commence on the 20th day of July, 2021, and unless earlier terminated in accordance with the terms herein, shall expire on

the 19th day of July, 2023 (Hereinafter referred to as the “Water Service Period”).)

2. Lenoir agrees to provide and sell to Joyceton up to 125,000 GALLONS (ONE HUNDRED TWENTY-FIVE THOUSAND GALLONS) of potable water maximum daily flow, measured through metered connections which are located, prescribed and maintained by Lenoir, at or above minimum State of North Carolina and Federal Standards for Public Water. Such maximum daily flow shall be based on a thirty (30) day average daily flow. Such maximum daily flow to be reviewed every five (5) years.
3. Joyceton agrees to use best efforts not to exceed the above maximum daily flow provided for in Section 2 of this agreement, unless Lenoir expressly agrees that said maximum daily purchase(s) may exceed 125,000 gallons for a specified period of time.
4. The water purchased by Joyceton from Lenoir shall be transmitted on a continuous basis unless there is an unforeseen break, outage or interruption of Lenoir’s water supply or water distribution system. In which case, Lenoir shall notify Joyceton of the circumstances and provide timely updates so as to keep Joyceton informed of the status of repairs or remedy(ies) for any such interruption.
5. Joyceton agrees to timely pay Lenoir for water purchased on a monthly basis, in accordance with invoices, which shall be based upon meter readings conducted by Lenoir at all metered connections between the Lenoir and Joyceton water systems. Lenoir agrees to read said water meters monthly and deliver to Joyceton a written report summarizing said meter readings within fifteen (15) working days of each monthly meter reading. Lenoir will submit to Joyceton a written invoice based on such meter readings by the 20th day of the following month. Joyceton agrees to pay Lenoir the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.
6. The initial Base Water Rate charged to Joyceton for water purchases shall be \$2.26 per one thousand gallons of water provided by Lenoir to Joyceton. In the event the average daily flow during any monthly billing period exceeds the maximum daily flow of 125,000 gallons, the following surcharges (The “Surcharge Rate”) will apply to the overage:

(125,001) to (175,000) gallons – \$2.49/1000 gallons
 (175,001) to (225,000) gallons – \$2.74/1000 gallons
 (225,001) gallons or more – \$3.01/1000 gallons

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the Base Water Rate and /or the Surcharge Rate as it deems necessary. Lenoir shall not increase said rates to Joyceton more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Joyceton in writing of planned increases with an explanation of the factors used to determine set increase in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year.

7. Lenoir agrees to maintain /repair /replace existing Lenoir water meters at the connection point(s) between the Lenoir and the Joyceton water system as may be necessary to accurately measure the flow of water through the meter(s) to Joyceton under this agreement.
8. Joyceton shall provide a minimum of six-months advance written notice to Lenoir prior to the expiration of this agreement or subsequent extensions of this agreement if Joyceton desires to extend the terms of this agreement. Upon timely receipt of such notice of Joyceton desire to extend this agreement, Lenoir shall, within sixty (60) days after having received such notification, notify Joyceton in writing of its agreement to such extension of this agreement.
9. In the event that Lenoir elects not to extend this agreement, Lenoir shall continue to provide and sell water to Joyceton, under the same terms of the agreement, until Joyceton has had sufficient opportunity to secure an alternate source(s) of potable water; however, Lenoir shall not be bound to continue to provide and sell water to Joyceton beyond a period of twenty-four (24) months past the date of its written notification to Joyceton of its intention not to extend this agreement.
10. Joyceton agrees that Joyceton and its water customers shall, during the period of this agreement, abide by and adhere to all water use policies, restrictions, and ordinances adopted now or subsequently adopted by Lenoir, of which they are subsequently notified, which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances.
11. Lenoir shall promptly notify Joyceton upon becoming aware of any activity, problem or circumstance within the Lenoir system that might present a danger to the health, safety and welfare of Joyceton water users. Further, Lenoir shall take appropriate action to remedy such activity, problem or circumstance within the Lenoir system and to avoid or minimize disruptions in service.
12. In the event of damage or destruction of Lenoir's key water facilities or any emergency which, in the reasonable judgment of Lenoir, is likely to result in

material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may suspend operation of its water system, after thirty (30) days written notice to Joyceton of such actions unless in the event of an emergency. Lenoir's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Lenoir and Joyceton water systems.

13. Joyceton shall not resell, give away, transfer or otherwise dispose of water purchased from Lenoir to third-party water systems without the prior written permission of Lenoir.
14. Joyceton agrees to permit Lenoir to pass water through the Joyceton water distribution system to destinations and/or to other third-party water systems beyond Joyceton system, provided that Lenoir:
 - a) Submits a written notice to Joyceton outlining the agreed-upon purposes, quantities and conditions of said pass through of water.
 - b) That said request does not significantly diminish Joyceton capacity to provide services to its water customers.
 - c) Lenoir subsequently pays to Joyceton a Pass Through charge of \$0.03 cents per 1000 gallons of pass through water. Joyceton may request a modification of such charge by providing ninety (90) days advance written notice during the period of this agreement.
 - d) Lenoir agrees to install metering equipment to measure and determine the quantities or such Pass Through water passing through Joyceton water system and report monthly to Joyceton such amounts and meter readings.
15. Lenoir and Joyceton both represent that no litigation is pending or threatened against either party which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.
16. Resolution of Disputes
 The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lenoir and Joyceton that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder.

17. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Joyceton in accordance with the terms and conditions set forth below.

A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Joyceton, Lenoir shall have the right to terminate this agreement:

- a) The failure of Joyceton to perform or observe and initiate a cure after thirty (30) days advance written notice any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Joyceton to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Lenoir that any such payment is overdue.

B. Termination for cause by Joyceton. Upon the happening of any of the following events of default by Lenoir, Joyceton shall have the right to terminate this agreement:

- a) The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Lenoir to provide Joyceton with the amounts of water in accordance with the terms of this agreement, or to provide adequate water quality for Joyceton within standards established by the North Carolina Department of Environmental Quality or any other governmental agency with designated jurisdiction over said water quality parameters as provided in this agreement.

18. Upon the happening of any event which may constitute good cause for termination of this agreement as stated above, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in detail the alleged failure and/or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution.

19. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
 Scott E. Hildebran, City Manager
 PO Box 958
 Lenoir, North Carolina 28645

To Joyceton:

Joyceton Waterworks Inc.

20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.
21. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
22. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
23. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
24. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
25. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
26. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

27. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.

28. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

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

CITY OF LENOIR, NORTH CAROLINA

By: _____
Joseph L. Gibbons, Mayor

(SEAL)
Attest:

By: _____
Shirley M. Cannon, City Clerk

JOYCETON WATERWORKS INC.

By: _____
_____, Owner

(SEAL)
Attest:

By: _____
_____, Secretary

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

_____, Finance Officer
City of Lenoir, North Carolina

Approved as to form:

By: _____

Timothy J. Rohr, City Attorney
City of Lenoir, North Carolina

By: _____

_____, Finance Director
Joyceton Waterworks Inc.

Approved as to form:

By: _____

_____, Attorney
Joyceton Waterworks Inc.



August 2021



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 6:00 p.m. City Council	4 9:00 a.m. Staff Meeting	5	6	7
8	9 Noon - City/County Services Committee	10 8:00 a.m. EDC	11	12 6:00 p.m. Lenoir Business Adv. Board	13 6:30 p.m. Summer Concert Series Fracxured Band (on Square)	14 6:00 p.m. Gospel Singing (Martin Luther King Center)
15	16 6:00 p.m. Parks & Recreation Adv.Brd. (Mulberry Recreation)	17 6:00 p.m. City Council	18 9:00 a.m. Staff Meeting	19	20	21
22	23 5:30 p.m. Planning Board	24 8:30 a.m. Committee of the Whole	25 Noon - Foothills Regional Airport Authority	26	27	28
29	30	31				
Notes for September						
City offices will be closed on Monday, September 6 in observance of Labor Day.						

City of Lenoir
P.O. Box 958
Lenoir, N.C. 28645
www.cityoflenoir.com
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Shirley M. Cannon, City Clerk

CITY OF LENOIR COUNCIL ACTION FORM

- I. **Agenda Item:** Approval of a Resolution Regarding Condemnation of Portions of Property for a Fee-Simple Interest to Construct a Public Road. Under Chapter 40A of the North Carolina General Statutes, the City of Lenoir has the power of eminent domain to acquire property to improve streets and sidewalks and to install and maintain public utilities. It is in the public interest to acquire fee simple interests to construct a public street. The portions of property under consideration are as follows:
- 1) portions of the property belonging to David L. and Doris E. Williams, identified as NCPIN 2759473592 and NCPIN 2759474564, located at 340 Wilkesboro Blvd SE, Lenoir, being particularly described in Deed Book 1518 at Page 319 and Deed Book 1596 at Page 1674, Caldwell County Registry. The City of Lenoir estimates the sum of \$14,600.00 to be just compensation for the properties to be condemned.
 - 2) a portion of the property belonging to John R. Flowers, Jr., identified as NCPIN 2759473522, located at 320 Wilkesboro Blvd SE, Lenoir, being particularly described in Deed Book 1587 at Page 563, Caldwell County Registry. The City of Lenoir estimates the sum of \$6,925.00 to be just compensation for the property to be condemned.

I. **Background Information:**

The three tracts of land are located between the Hampton Inn and Suites and Hibriten Drive on Wilkesboro Boulevard. Blue Ridge Tire and Flowers/NAPA Auto Parts operate on the properties. City Council for some time has expressed concern about the amount of traffic that enters and exits from Wilkesboro Boulevard to this area, including the Veridian Apartments, from intersections without traffic lights. The intent of these proposed condemnations is to create an access road that runs behind NAPA/Flowers, Blue Ridge Tire, American Motels, and Domino's Pizza so that traffic from those businesses, as well as from Hampton Inn and Suites and Viridian Apartments, can access the traffic signals at Hibriten Drive's intersection with Wilkesboro Boulevard.

All three tracts of land are shown in plat maps at the Caldwell County Register of Deeds with portions of the properties set aside for "easement for future road." In addition, P.B. Realty, which originally owned the three tracts, gave a city a sanitary sewer easement across the entire area before these tracts were transferred. City staff reports that there is already a sanitary sewer line in the proposed roadway.

In 2019, P.B. Realty obtained a judgment in 17 CVS 224, Caldwell County, against David L. and Doris E. Williams to legally establish its right to establish the private road, at approximately the same location that the city proposes to condemn the Williams's property for the establishment of a public road. As part of that judgment, the Williams were ordered to remove their personal property from the easement area. They have not done so. A copy of the judgment is attached.

In April, 2020, P.B. Realty conveyed its interests in the proposed road to the city. A copy of the deed is attached. Since that time, the city has attempted to purchase the proposed road premises from Mr. and Ms. Williams and Mr. Flowers. All three tracts are also subject to deeds of trust in favor of certain financial institutions, so those institutions would also have to agree to sign any deeds. Mr. and Mrs. Williams have not replied to any of the city's attempts to settle this matter. On the other hand, while Mr. Flowers has indicated that he is willing to sign a deed for the road, the financial institutions with an interest in his property have not responded to the city's attempts to contact them.

Due to the lack of positive response from the entities with interests in the three tracts, the city engaged Sweeting Appraisal Services to provide estimates of the just compensation each property owner is entitled to as a result of the city's proposed condemnations. Those amounts are noted above.

As required by law, the city sent a notice of condemnation action to the Williamses and Carolina Trust Bank by certified mail on May 7, 2021. All three signed for the deliveries. The city sent a notice of condemnation action to Mr. and Ms. Flowers, Bank of America, Truist Bank, and Duke Energies by certified mail on June 15, 2021. All but Duke Energies signed for the deliveries. Copies of the notices and the return receipts are attached.

III. Staff Recommendation:

Recommend approval of a Resolution Regarding Condemnation of Portions of Property for a Fee-Simple Interest to Construct a Public Road as outlined.

IV. Reviewed By:

City Attorney: *Timothy J. Rohr*

Public Works/Public Utilities Directors:

City Manager:

**Resolution of the Lenoir City Council Regarding
Condemnation of Portions of Property for a Fee-Simple
Interest to Construct a Public Road**

RECITALS:

WHEREAS, the City of Lenoir has the power of eminent domain and may under N.C. Gen. Stat. § 40A-3(b) acquire by purchase, gift, or condemnation any property for the purpose of opening, widening, extending, or improving roads, streets, alleys and sidewalks, establishing, extending, enlarging, or improving any of the public enterprises listed in N.C. Gen. Stat. § 160A-311, and establishing, extending, enlarging, or improving storm sewer and drainage systems and works, or sewer and septic lines and systems; and

WHEREAS, the City is authorized to institute any and all necessary legal actions under Chapter 40A of the North General Statutes to condemn and appropriate private property for certain public purposes; and

WHEREAS, the City has determined that it is necessary and in the public interest to acquire property in fee simple for the construction of a public road sometimes referred to as the “Linkside Connector” (“the Project”) and

WHEREAS, the City finds that the acquisition and improvement of property in the Project area is necessary and serves the public purposes of:

- a. Improving the function and appearance of those areas,
- b. Providing safer access to other public roads for nearby property owners, tenants, invitees, and guests, and
- c. Reducing the amount of U.S. Highway 64/N.C. Highway 18/N.C. Highway 90 (“Wilkesboro Boulevard”) traffic directly accessing and leaving nearby properties by intersections uncontrolled by traffic lights; and

WHEREAS, the City has determined that it is necessary to acquire by condemnation on a permanent basis portions of the properties identified in “Exhibit A” attached hereto and incorporated by reference (the “Condemned Properties”), to complete the Project.

NOW, THEREFORE BE IT RESOLVED that:

1. The City adopts as true and correct the foregoing recitals and incorporates them as findings herein.
2. For the purpose specified above, it is necessary, practical, and in the best interest of the public and the City that the City acquire in its name fee simple

title to portions of the Condemned Properties as may be required and which are necessary for completion of the Project.

3. The City, its officers, employees and attorneys, including designated outside counsel if necessary, be and are hereby authorized and directed to institute such actions as may be proper for the acquisition of fee simple interests in portions of the Condemned Properties by eminent domain proceedings under Chapter 40A of the North Carolina General Statutes, and to prepare, sign, execute, serve, publish, and file in the name of the City all eminent domain papers, affidavits, and pleadings. The attorneys are authorized to prepare such other instruments and documents as may be necessary in connection therewith.

4. The City finds and determines that portions of the Condemned Properties are necessary for the public purposes of construction of the Project and hereby authorizes the acquisition of said Condemned Properties by eminent domain proceedings. The City further authorizes the City Attorney, his staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of the Council.

5. The City Manager is authorized to have the construction plans updated, revised, or corrected, and to use such plans in the condemnation actions, including committing to said plans, updates, revisions or corrections, without further action by this Council.

6. The City finds and determines that just compensation for the taking in each particular case is as follows:

- a. David L. and Doris E. Williams
340 Wilkesboro Blvd SE, Lenoir, NC, 28645
Deed Book 1518 at Page 319 and Deed Book 1596 at Page 1674,
Caldwell County Register of Deeds
Caldwell County Tax PINs 2759473592 and 2759474564
\$14,600.00
- b. John R. Flowers, Jr.
320 Wilkesboro Blvd SE, Lenoir, NC, 28645
Deed Book 1587, Page 563, Caldwell County Register of Deeds
Caldwell County Tax PIN 2759473522
\$6,925.00

THIS RESOLUTION shall become effective immediately upon adoption.

ADOPTED this the _____ day of July, 2021.

CITY OF LENOIR:

By: _____
Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

FILED

2019 OCT 10 A 9:57

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

CALDWELL COUNTY

CALDWELL COUNTY C.S. SUPERIOR COURT DIVISION

17 CvS 224

P.B. REALTY, LLC,

Plaintiff,

vs.

DAVID L. WILLIAMS and wife,
DORIS E. WILLIAMS; and
CAROLINA TRUST BANK, Lienholder,
Defendants.

JUDGMENT

This matter came on to be heard at the Civil Session of Superior Court for Caldwell County on September 16, 2019, before the undersigned Superior Court Judge. The plaintiff was represented by John M. Logsdon of the McElwee Firm, PLLC. Defendant David L. Williams appeared *pro se*. Defendant Doris E. Williams was not present and was not represented by counsel. Defendant Carolina Trust Bank, Lienholder, was not present and was not represented by counsel.

Upon the call of the case, the Court heard testimony of witnesses and received documentary evidence presented by the parties. At the close of the evidence, and after hearing closing arguments of parties and receiving legal authority offered by the parties, the Court took the matter under advisement. Based upon a review of the pleadings and admissions contained therein and the evidence presented at trial, and after carefully considering the arguments of the parties and reviewing the authorities presented, the Court makes the following

FINDINGS OF FACT

1. Plaintiff P.B. Realty, LLC, is the successor by conversion to P.B. Realty, Inc. (hereinafter, collectively, "PB Realty").
2. By deed dated January 12, 2004 and recorded on January 14, 2004, in Book 1487, Page 674, PB Realty conveyed to defendants David L. Williams and wife, Doris E. Williams (hereinafter, "Defendants Williams") a tract of land containing 48,099 square feet (hereinafter, "Tract 1"). This deed describes the property conveyed by reference to the plat recorded on January 13, 2004, in Plat Book 21, Page 242 ("Plat 1").
3. Plat 1 shows an area designated as "Easement for Future Road" on the

southeastern side of Tract 1. At the time of the recording of Plat 1, PB Realty owned the real property on both the northeast and southwest sides of the area designated "Easement for Future Road."

4. By deed dated May 25, 2006, and recorded on May 26, 2006, in Book 1596, Page 1674, PB Realty conveyed to defendants Williams a tract of land containing 0.15 acre (hereinafter, "Tract 2"). This deed describes the property conveyed by reference to the plat recorded on February 1, 2006, in Plat Book 23, Page 19 (the "Plat 2"). Tract 2 adjoins and lies southwesterly of Tract 1.

5. Plat 2 includes both Tract 2, being the 0.15 acre conveyed to Defendants Williams, and another tract, containing a 1.04 acre conveyed to others. Plat 2 shows an area designated as "Easement for Future Road" on the southeastern side of both Tract 2 and the 1.04 acre tract. The northeast side of the area designated as "Easement for Future Road" on the Plat 2 adjoins the southwest side of the area designated as "Easement for Future Road" on Plat 1. At the time of the recording of Plat 2, PB Realty owned the real property on the southwest side of the area designated "Easement for Future Road."

6. Carolina Trust Bank is the beneficiary of a deed of trust executed and delivered by Defendants Williams dated July 14, 2017, recorded in Book 1922, Page 1528, which deed of trust encumbers Tract 1 (the "Deed of Trust"). Carolina Trust Bank is also the Assignee of an Assignment executed and delivered by Defendants Williams, dated July 14, 2017, recorded in Book 1922, Page 1539 (the "Assignment").

Based on the foregoing Findings of Fact, the Court makes the following

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. A map or plat, referred to in a deed, becomes a part of the deed as if it were written therein. Stanley v. Laughter, 162 N.C. App. 322, 590 S.E. 2d 429. An express reference to the easement is not necessary to reserve an easement if the deed expressly reference the survey plat containing the easement.
3. The subject easements are sufficiently identified and their boundaries are set out in sufficient particularity in the recorded plats referenced in each of the deeds through which the properties were conveyed from PB Realty to Defendants Williams.
4. The recording of the plats was done substantially contemporaneously with the execution, delivery and recording of the deeds, thereby placing Defendants Williams on notice that the conveyances were made subject to the easements shown on the plats.
5. PB Realty reserved easements for ingress and egress over the areas identified as "Easement for Future Road" on the plats recorded in Plat Book 21, Page 242, and Plat Book 23,

Page 19, which reserved easements were for the benefit of and were appurtenant to the adjoining real property owned by PB Realty at the time of the recording of the deeds.

6. The Deed of Trust and Assignment in favor of Defendant Carolina Trust Bank were conveyed subsequent to the reservation of the easements by PB Realty, and the Deed of Trust and Assignment are subject to the easements identified as "Easement for Future Road" on the plats recorded in Plat Book 21, Page 242, and Plat Book 23, Page 19

Based on the foregoing Findings of Fact and Conclusions of Law, the Court enters the following

JUDGMENT

1. PB Realty has valid, enforceable easements for ingress and egress over the areas identified as "Easement for Future Road" on the plats recorded in Plat Book 21, Page 242, and Plat Book 23, Page 19, which easements are for the benefit of and are appurtenant to the adjoining real property which was owned by PB Realty at the time of the recording of the deeds to Defendants Williams.

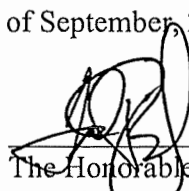
2. The Deed of Trust and the Assignment in favor of Defendant Carolina Trust Bank are subject to the easements reserved by PB Realty and identified as "Easement for Future Road" on the plats recorded in Plat Book 21, Page 242, and Plat Book 23, Page 19.

3. Within 15 days following the entry of this Judgment, Defendants Williams shall remove all their personal property located within the easement areas, after which time such personal property shall be deemed abandoned and may be removed by PB Realty.

4. Defendants Williams are permanently enjoined from obstructing or interfering with the use of the easements by PB Realty, and are specifically enjoined from interfering with the construction by PB Realty of a roadway within the easement area.

4. The costs of this action are taxed to Defendants Williams.

Entered on this, the 30 day of September, 2019.



The Honorable F. Donald Bridges
Superior Court Judge Presiding

This document presented and filed:
04/30/2020 12:12:55 PM

Fee \$26.00 Excise Tax: \$0.00



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

NON-WARRANTY DEED OF EASEMENT

Excise Tax: \$00.00

Tax Parcel ID No. Portions of 09 124 1 20A, 09 124 1 25 and 09 124 1 26

Mail/Box to: _____

This instrument was prepared by: Wilson, Lackey & Rohr, P. C. ✓✓

Brief description for the Index: _____

THIS DEED OF EASEMENT, made this the 30 day of April, 2020, by and between

GRANTOR: P. B. REALTY, LLC, a North Carolina limited liability company
(successor of P. B. Realty, Inc. by conversion)
whose mailing address is 800 Hickory Blvd., Lenoir, North Carolina 28645
(herein referred to as **Grantor**)

GRANTEE: CITY OF LENOIR, a North Carolina municipal corporation
whose mailing address is PO Box 958, Lenoir, North Carolina 28645
(herein referred to as **Grantee**)

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, quitclaims and conveys unto Grantee the following described easements located in the City of Lenoir, Lower Creek Township, County of Caldwell, State of North Carolina, more particularly described as follows:

Those "Easement[s] for Future Road" as shown on plat maps recorded in Plat Book 21, at Page 242, and in Plat Book 23, at Page 19, and reserved to Grantor in those deeds to David L. Williams recorded in Deed Book 1487, at Page 674 (re-recorded in Deed Book 1518, at Page 319), and in Deed Book 1596, at Page 1674, and also reserved to Grantor in that deed to John R. Flowers, Jr. recorded in Deed Book 1587, at Page 563, all in the Caldwell County Registry.

See also Judgment entered in the case of P. B. Realty, LLC vs. David L. Williams and wife, Doris E. Williams, and Carolina Trust Bank, Caldwell County File No. 17-CvS-224, recorded in Deed Book 1987, at Page 652, Caldwell County Registry.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

Revised December 17, 2009

This sample form provided as a service to the grantor/grantee.

Drafting legal instruments which convey an interest in real property is the practice of law by statute (NCGS 84-2.1).

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple.

Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

P. B. REALTY, LLC

(Entity Name)

By: M. Hunt Broyhill

Print/Type Name & Title: M. Hunt Broyhill, Manager

State of North Carolina
County of Caldwell

I certify that the following person(s) personally appeared before me this day,
each acknowledging to me that he or she signed the foregoing document:

M. Hunt Broyhill

[insert name(s) of principal(s)].

Date: 4/30/20

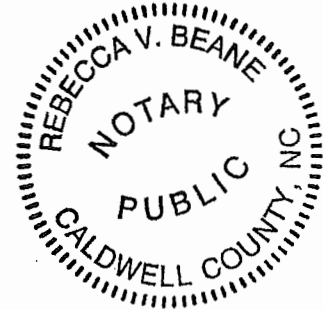
Rebecca V. Beane

Rebecca V. Beane Notary Public
Notary's Printed or Typed Name

My Commission Expires:

1/28/2023

(Official/Notarial Seal)



Wilson, Lackey, Rohr & Hall, P.C.

Attorneys at Law
606 College Avenue SW
Lenoir NC 28645-5403

Hugh M. Wilson
David S. Lackey
Timothy J. Rohr
Destin C. Hall

Telephone: (828) 758-9110
Facsimile: (828) 758-9115

May 7, 2021

CERTIFIED MAIL

Mr. David L. Williams
1952 Taylorsville Road, SE
Lenoir, NC 28645

Ms. Doris E. Williams
1952 Taylorsville Road, SE
Lenoir, NC 28645

Carolina Trust Bank
c/o Jerry L. Ocheltree, its Registered Agent
P. O. Box 308
Lincolnton, NC 28093

COPY

RE: NOTICE OF CONDEMNATION ACTION
Property Located at 340 Wilkesboro Blvd., SE, Lenoir, North Carolina

Dear Property Owners:

This Notice of Condemnation Action is given to comply with the requirements of G.S. §40A-40. You are hereby notified that the City of Lenoir intends to institute an action, on or after June 7, 2021, to condemn a fee simple interest in and to a portion of the above-referenced property for the construction, maintenance and use of a public street for vehicular traffic, for the installation and maintenance of public utilities as may be needed from time to time, and for any and all other purposes for which public streets may be used. The portion of the above-referenced property that is to be taken is located along the southern boundary and is shown on the enclosed preliminary plat prepared by McGill Associates dated 4-29-2020 and captioned "Right-Of-Way For: The City of Lenoir, Property of David L. & Doris E. Williams." A metes and bounds description of the property to be taken is found in Exhibit A to the enclosed deed. The City of Lenoir estimates the sum of \$14,600.00 to be just compensation for the property to be condemned. A copy of Sweeting Appraisal Services' summary appraisal letter is enclosed.

You have certain rights. These include, but are not limited to, the right to commence an action for injunctive relief, and the right to answer the complaint after it has been filed. You are advised to consult with an attorney regarding your rights.

As an alternative to the filing of a condemnation action, the City of Lenoir offers to pay the sum of \$14,600.00 jointly to the Williamses and Carolina Trust Bank, to be divided between or among you as you may determine, in exchange for the proper execution of the enclosed deed in recordable form by both of the Williamses and the Bank, and delivery of the deed to me prior to June 7, 2021.

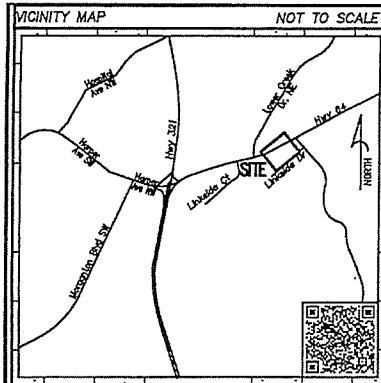
Very truly yours,

Timothy J. Rohr
City of Lenoir Attorney

DSL/ke
Enclosures

ATTACHMENT

C:\Survey\Jobs\2020\20-121 Linkside Connector Easements and staking\DWG\Easements\16.01405 WILLIAMS.dwg 5/4/2020 11:41 AM GORDON



RIGHT-OF-WAY TABLE			
PIN 2759474564		PIN 2759473592	
RIGHT-OF-WAY NO. 1		RIGHT-OF-WAY NO. 2	
SQ. FT.	ACRES	SQ. FT.	ACRES
7,468	0.171	2,370	0.054

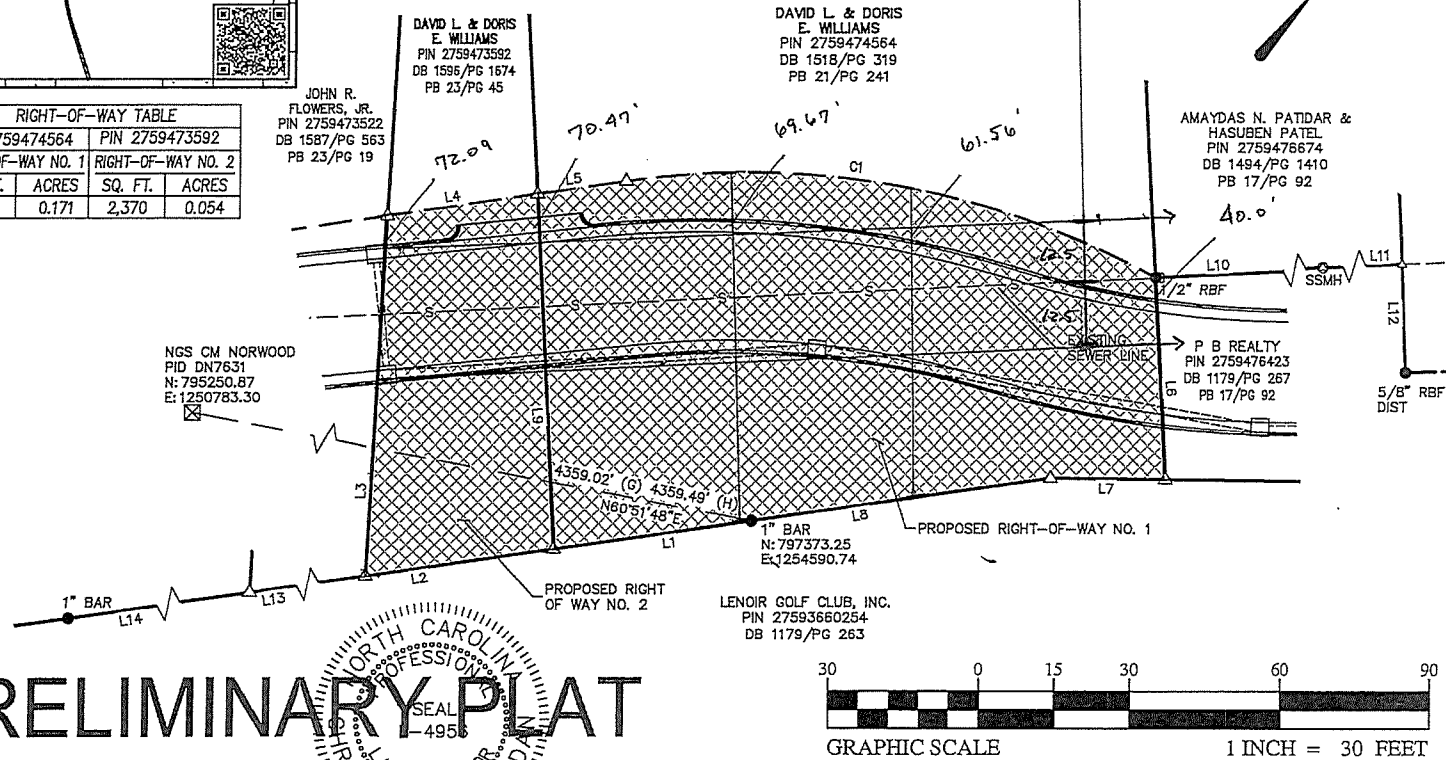
JOHN R.
FLOWERS, JR.
PIN 2759473522
DB 1587/PG 563
PB 23/PG 19

NGS CM NORWOOD
PID DN7631
N: 795250.87
E: 1250783.30

RIGHT-OF-WAY PLAT FOR:
THE CITY OF LENOIR
PROPERTY OF
DAVID L. & DORIS E. WILLIAMS
PIN 2759474564 & 2759473592
DB 1518/PG 319 & DB 1596/PG 1674
PB 21/PG 241 & PB 23/PG 45
LOWER CREEK TOWNSHIP
CALDWELL COUNTY, NORTH CAROLINA

REVISIONS		
NO.	DESCRIPTION	DATE
1	REMOVED TEMPORARY EASEMENTS	4-29-2020

CD00678
PROJECT No. 16.01405



PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

SHEET 1 OF 2



55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-0459
mcgillassociates.com

SWEETING APPRAISAL SERVICES

P.O. BOX 790 BLOWING ROCK NC 28605

Phone - (828) 295-4357

fax - (828) 295-7627

office@sweetingappraisal.comMarch 5th, 2021

Mr. David Lackey, Attorney at Law
 Wilson, Lackey & Rohr, P.C.
 606 College Avenue SW
 Lenoir, NC 28645

RE: CONDEMNATION APPRAISAL FOR THE CITY OF LENOIR (DAVID & DORIS WILLIAMS PROPERTY), 340 WILKESBORO BLVD, SE, LENOIR, NC 28645

Dear Mr. Lackey,

Please find attached the appraisal report for the above referenced property. The appraisal report was prepared for condemnation purposes as it relates to the proposed road project identified as the Hotel Street Extension. The subject property is currently operating as Blue Ridge Tire Company by the current owners. The property is improved with a metal automobile tire center. There are ample site improvements to include paved driveways and parking areas, average landscaping and public utility taps. The building contains approximately 5,304sf of gross building area. An exterior-only inspection of the building and site improvements were completed on March 3, 2021. The gross land area, to include the right-of-way of NC Highway 18/US Highway 64, was 1.254 acres. The net land area was 44,771sf (1.0278 acres). The land area within the existing road easement acquisition area at the rear of the property contains 9,838sf. The proposed project will include the fee simple acquisition of the existing road easement area. It is also my understanding that the City is planning for utility installations (now or in the future) within the acquisition area.

The following is a summary of the before and after value estimates included in this report:

Before Value:

A. Land	\$287,325
B. Improvements	\$260,150
TOTAL BEFORE VALUE	\$547,475

After Value:

A. Land	\$279,475
B. Improvements	\$253,400
TOTAL AFTER VALUE	\$532,875

DIFFERENCE: **\$14,600**

Please Note: There is a hypothetical condition which is included in this report. The condition is that the proposed public road to be constructed, with driveway connection to the subject property, will be built as indicated on the plan sheets submitted and built immediately after the acquisition. The use of a hypothetical condition might have an affect on the assignment results.

I have reviewed the plan sheets and cross sections provided by McGill & Associates. The fee simple acquisition contains 9,838sf of land area.

If you should have any questions, please feel free to contact me at (828) 295-4357 or by email at office@sweetingappraisal.com.

Sincerely,

Michael B. Sweeting



Michael B. Sweeting, SRA
NC State-Certified General Appraiser A285

GENERAL WARRANTY DEED

Excise Tax: \$30.00

Tax Parcel ID No. Portion of 09 124 1 20A and 09 124 1 25

Mail/Box to: _____

This instrument was prepared by: Wilson, Lackey & Rohr, P. C.

Brief description for the Index: _____

THIS DEED, made this the _____ day of May, 2021, by and between

GRANTOR: DAVID L. WILLIAMS and wife, DORIS E. WILLIAMS
whose mailing address is 1952 Taylorsville Road, SE, Lenoir, North Carolina 28645
(herein referred to as **Grantor**), and

CAROLINA TRUST BANK, a North Carolina corporation
P. O. Box 308
Lincolnton, North Carolina 28093

GRANTEE: CITY OF LENOIR, a North Carolina municipal corporation
whose mailing address is PO Box 958, Lenoir, North Carolina 28645
(herein referred to as **Grantee**)

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of Lenoir, Lower Creek Township, County of Caldwell, State of North Carolina, more particularly described as follows:

See attached Exhibit A.

Carolina Trust Bank executes this deed solely for the purpose of releasing the property conveyed herein to the City of Lenoir from the lien of the Deed of Trust, Assignment of Rents and UCC Financing Statement recorded on July 14, 2017 in Deed Book 1922, at Pages 1528, 1539 and 1546, Caldwell County Registry. The said Deed of Trust, Assignment of Rents and UCC Financing Statement otherwise remain in full force and effect.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

Revised December 17, 2009

This sample form provided as a service to the grantor/grantee.

Drafting legal instruments which convey an interest in real property is the practice of law by statute (NCGS 84-2.1).

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations: routine utility easements of record, and the lien of 2020 ad valorem taxes.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

DAVID L. WILLIAMS

DORIS E. WILLIAMS

CAROLINA TRUST BANK

By: _____

Name: _____

Office: _____

SEAL

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid certify that DAVID L. WILLIAMS and DORIS E. WILLIAMS personally appeared before me this day and acknowledged the execution of the foregoing document Witness my hand and official stamp or seal, this the ____ day of May, 2021.

Notary's Signature

Notary's Typed or Printed Name

My Commission Expires: _____

SEAL

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is _____ of CAROLINA TRUST BANK, a North Carolina corporation, and that s/he, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this the _____ day of May, 2021.

NOTARY PUBLIC SIGNATURE_____
NOTARY PUBLIC PRINTED NAME

My Commission Expires: _____

EXHIBIT A

TRACT ONE:

Commence at the NGS concrete monument "Norwood" PID DN7631 (N:795250.87 E:1250783.30); thence North 60°51'48" East, 4359.49 feet to a one inch iron bar found (N:797373.25 E:1254590.74) on the southeastern property line of the parcel described in DB 1518/PG 319, said point being the POINT OF BEGINNING; thence from said POINT OF BEGINNING and along said southeastern property line, South 41°43'06" West, 39.54 feet to a point at the southernmost property corner of said parcel; thence along the southwestern property line of said parcel, North 43°07'35" West, 70.28 feet to a point; thence leaving said southwestern property line, North 41°43'32" East, 17.80 feet to a point; thence along a curve to the right, having a radius of 170.00 feet, a chord bearing of North 60°05'17" East, and a chord distance of 107.02 feet, an arc length of 108.87 feet to a one-half inch rebar found at a common property corner of the parcels described in DB 1494/PG 1410 and DB 1179/PG 267, and being located on the northeastern property line of the parcel described in DB 1518/PG 319; thence along the northeastern property line of said parcel (DB 1518/PG 319), South 43°11'47" East, 39.98 feet to a point at the easternmost property corner of said parcel; thence along the southeastern property line of said parcel, South 50°32'56" West, 22.81 feet to a point; thence South 41°46'15" West, 60.05 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates, containing 0.171 acres more or less.

Being a part of the property described in Deed Book 1518, at Page 319, Caldwell County Registry.

TRACT TWO:

Commence at the NGS concrete monument "Norwood" PID DN7631 (N:795250.87 E:1250783.30); thence North 60°51'48" East, 4359.49 feet to a one inch iron bar found (N:797373.25 E:1254590.74) at on the southeastern property line of the parcel described in DB 1518/PG 319; thence South 41°43'06" West, 39.54 feet to a point at the easternmost property corner of the parcel described in DB 1596/PG 1674 and being the POINT OF BEGINNING; thence from said POINT OF BEGINNING and along the southeastern property line of the parcel described in DB 1596/PG 1674, South 41°43'06" West, 37.69 feet to the southernmost property corner of said parcel; thence along the southwestern property line of said parcel, North 36°59'42" West, 71.38 feet to a point; thence leaving said southwestern property line, North 41°43'32" East, 30.03 feet to a point on the northeastern property line of the parcel described in DB 1596/PG 1674; thence along said the northeastern property line, South 43°07'35" East, 70.28 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 of McGill Associates, containing 0.054 acres more or less.

Being a part of the property described in Deed Book 1596, at Page 1674, Caldwell County Registry.

The basis of bearings for these descriptions is North Carolina state plane grid North.

7016 2070 0000 1239 5937

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☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postmark
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Postage
 \$ 1.71

Total Postage and Fees
 \$ 7.67

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 David L. Williams
 Street and Apt. No., or PO Box No.
 1952 Taylorsville Rd. SE
 City, State, ZIP+4®
 Lenoir NC 28645

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

See Reverse for Instructions

7016 2070 0000 1239 5944

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☐ Return Receipt (electronic) \$

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☐ Adult Signature Restricted Delivery \$

Postmark
 Here

Postage
 \$ 1.71

Total Postage and Fees
 \$ 7.67

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 Carolina Trust Bank do Jerry L. Ocheltree
 Street and Apt. No., or PO Box No. its Registered Agent
 P.O. Box 308
 City, State, ZIP+4®
 Lenoir NC 28645

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See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. David L. Williams
1952 Taylorsville Road, SE
Lenoir, NC 28645



9590 9402 2449 6249 5551 93

2. Article Number (Transfer from service label)

7016 2070 0000 1239 5937

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X David Williams ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Doris E. Williams
1952 Taylorsville Road, SE
Lenoir, NC 28645



9590 9402 4382 8190 2560 44

2. Article Number (Transfer from service label)

7016 2070 0000 1239 5944

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Doris E. Williams ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carolina Trust Bank
c/o Jerry L. Ocheltree,
its Registered Agent
PO Box 308
Lincolnton, NC 28093



9590 9402 6357 0296 0870 56

2. Article Number (Transfer from service label)

7016 2070 0000 1239 5913

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
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| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

Wilson, Lackey, Rohr & Hall, P.C.

**Attorneys at Law
606 College Avenue SW
Lenoir NC 28645-5403**

**Hugh M. Wilson
David S. Lackey
Timothy J. Rohr
Destin C. Hall**

**Telephone: (828) 758-9110
Facsimile: (828) 758-9115**

June 15, 2021

CERTIFIED MAIL

Mr. John R. Flowers, Jr.
P. O. Box 1118
Hickory, NC 28603

Ms. Dana M. Flowers
P. O. Box 1118
Hickory, NC 28603

Bank of America, N.A.
200 South College Street, 13th Floor
Charlotte, NC 28255

Truist Bank
c/o CT Corporation System, its Registered Agent
160 Mine Lake Ct Ste 200
Raleigh, NC 27615

Duke Energy Carolinas, LLC
c/o CT Corporation System, its Registered Agent
160 Mine Lake Ct Ste 200
Raleigh, NC 27615

RE: NOTICE OF CONDEMNATION ACTION
Property Located at 320 Wilkesboro Blvd., SE, Lenoir, North Carolina

Dear Property Owners:

This Notice of Condemnation Action is given to comply with the requirements of G.S. §40A-40. You are hereby notified that the City of Lenoir intends to institute an action, on or after July 15, 2021, to condemn a fee simple interest in and to a portion of the above-referenced property for the construction, maintenance and use of a public street for vehicular traffic, for the installation and maintenance of public utilities as may be needed from time to time, and for any and all other purposes for which public streets

may be used. The portion of the above-referenced property that is to be taken is located along the southern boundary and is shown on the enclosed preliminary plat prepared by McGill Associates dated 4-29-2020 and captioned "Right-Of-Way For: The City of Lenoir, Property of John R. Flowers, Jr.," Revision No. 1. The City of Lenoir estimates the sum of \$6,925.00 to be just compensation for the property to be condemned. A copy of Sweeting Appraisal Services' summary appraisal letter is enclosed.

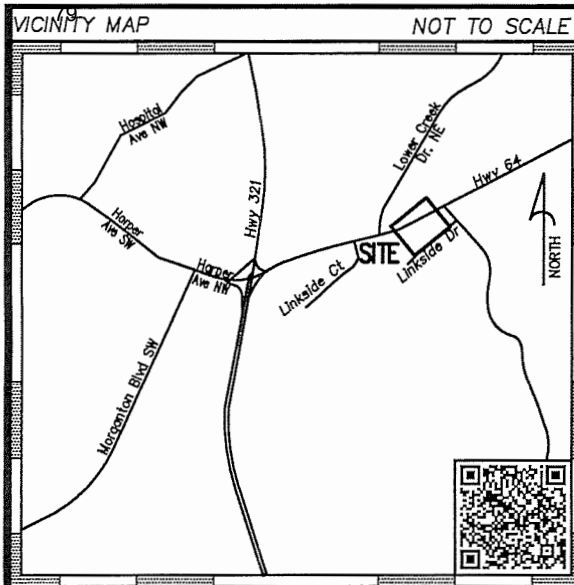
You have certain rights. These include, but are not limited to, the right to commence an action for injunctive relief, and the right to answer the complaint after it has been filed. You are advised to consult with an attorney regarding your rights.

Very truly yours,

COPY

Timothy J. Rohr
City of Lenoir Attorney

DSL/ke
Enclosures



RIGHT-OF-WAY TABLE	
PIN 2759474564	
RIGHT-OF-WAY NO. 1	
SQ. FT.	ACRES
7,138	0.164

NGS CM NORWOOD
PID DN7631
N: 795250.87
E: 1250783.30

4106.73' (G) N62°04'37"E
4107.17' (H)

1" BAR
N: 797173.99
E: 1254411.91

RIGHT-OF-WAY PLAT FOR:
THE CITY OF LENOIR
PROPERTY OF
JOHN R. FLOWERS, JR.
PIN 2759473522
DB 1587/PG 563
PB 23/PG 19
LOWER CREEK TOWNSHIP
CALDWELL COUNTY, NORTH CAROLINA

P B REALTY
PIN 2759472400
DB 1150/PG 1006
PB 33/PG 79

**JOHN R.
FLOWERS, JR.**
PIN 2759473522
DB 1587/PG 563
PB 23/PG 19

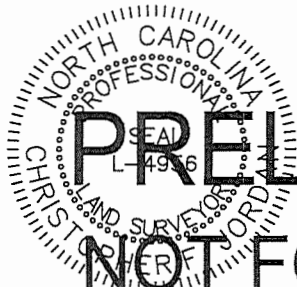
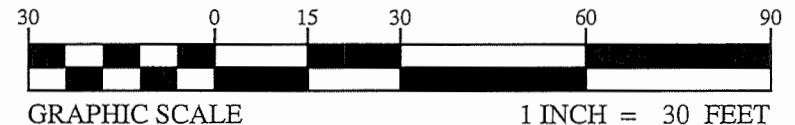
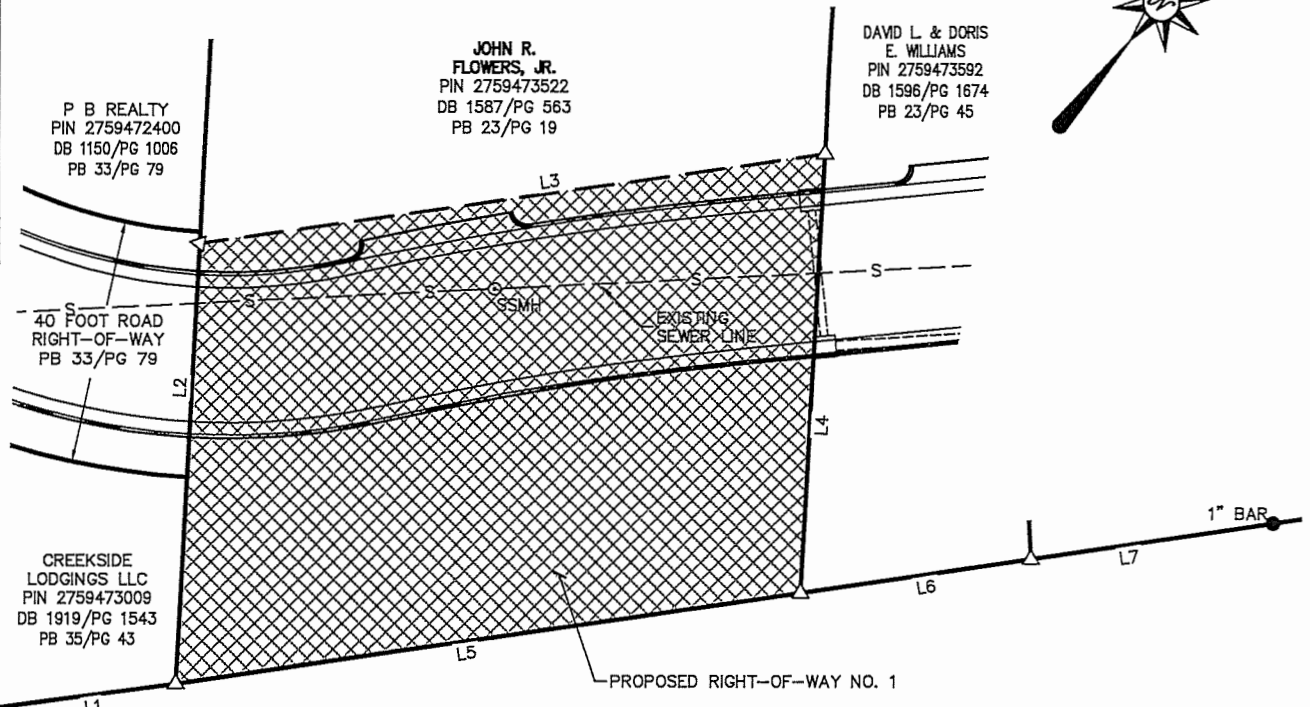
DAVID L. & DORIS
E. WILLIAMS
PIN 2759473592
DB 1596/PG 1674
PB 23/PG 45

CREEKSIDE
LODGINGS LLC
PIN 2759473009
DB 1919/PG 1543
PB 35/PG 43

LENOIR GOLF CLUB, INC.
PIN 27593660254
DB 1179/PG 263

REVISIONS		
NO.	DESCRIPTION	DATE
1	REMOVED TEMPORARY EASEMENTS	4-29-2020

CD00679
PROJECT No. 16.01405



PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

CHRISTOPHER F. JORDAN NC PLS L-4626

April 29, 2020
DATE

SHEET 1 OF 2



55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-0459
mcgillassociates.com

80
NOTES:

- Field work completed: June 21, 2016
Office work completed: April 29, 2020
- All coordinates shown are Horizontal Datum: NAD83(2011)
Vertical Datum: NAVD88 (Geoid12A)
- Areas computed by coordinate method.
- Property shown hereon is subject to all right-of-ways, easements, reservations and restrictions which exist as a matter of record or exist de facto.
- Property shown hereon is subject to the rules, regulations, ordinances and/or jurisdictions of local, state, and/or federal agencies if any. The requirements of said rules, regulations, ordinances, and/or the limits of said jurisdictions are not shown hereon unless stated otherwise.
- Underground installations or improvements including building foundations have not been located except as shown hereon. Call NC811 at *811 before digging.
- Not all above ground improvements are shown.
- All distances shown on this map are horizontal ground lengths unless otherwise noted. To convert to grid distances, multiply by the average combined scale factor of 0.999892015.
- No missing corners were set by surveyor except as shown hereon as 'RBS'.
- Easement and/or Right-of-Way areas designated as proposed shall remain proposed until a document of title is filed in the office of the Register of Deeds in the county where the land lies, that is signed by the owner/owners, stating their intent and referencing this plat.
- This survey was prepared without the benefit of an abstract of title. Matters of property title should be referred to an attorney-at-law.
- Adjoining property owner, deed, plat and PIN information taken from the Caldwell County Courthouse and GIS Website.

SURVEYOR'S CERTIFICATION

I, Christopher F. Jordan, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 1587/Page 509, to Book 26/ Page 19, Plat Book 33/ Page 4, and Plat Book 33/Page 79, that the positional accuracy meets or exceeds the requirements for a Class A survey; and that this plat meets the requirement of G.S. 47-30, as amended, section F-11-c(4) & m(1), that the survey is of a proposed easement for a public utility. Witness my dated original seal and signature.

CHRISTOPHER F. JORDAN NC CPS L-4956

April 29, 2020
DATERIGHT-OF-WAY PLAT FOR:
THE CITY OF LENOIR

PROPERTY OF
JOHN R. FLOWERS, JR.
PIN 2759473522
DB 1587/PG 563
PB 23/PG 19
LOWER CREEK TOWNSHIP
CALDWELL COUNTY, NORTH CAROLINA

LINE TABLE		
LINE	BEARING	DIST (H)
L1	N42°17'32"E	88.56'
L2	N36°59'42"W	71.38'
L3	N41°43'06"E	101.97'
L4	S36°59'42"E	71.38'
L5	S41°43'06"W	101.97'
L6	N41°43'06"E	37.69'
L7	N41°43'06"E	39.54'

REVISIONS

NO.	DESCRIPTION	DATE
1	REMOVED TEMPORARY EASEMENTS	4-29-2020

CD00679
PROJECT No. 16.01405

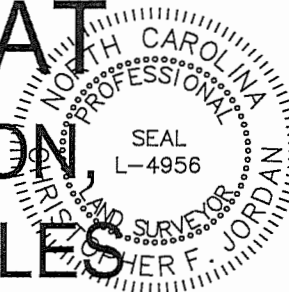
LEGEND

☼ SPINDLE FOUND

- ☒ NGS CM = NATIONAL GEODETIC SURVEY CONCRETE MONUMENT
☒ CM = CONCRETE MONUMENT
 ● RBF = REBAR FOUND
 ● OTIPF = OPEN TOP IRON PIN FOUND
 ● CTIPF = CRIMPED TOP IRON PIN FOUND
 △ CP = CALCULATED POINT
 ○ PK/NL = PK NAIL FOUND
 Ⓢ SSMH = PROPOSED SEWER MANHOLE
 (H) HORIZONTAL GROUND DISTANCE
 (G) NC STATE PLANE GRID DISTANCE

- INDICATES PROPERTY LINE
 - - - - - INDICATES LINE NOT SURVEYED AT THIS TIME
 ———— INDICATES TIE LINE
 - - - - - INDICATES CULVERT
 - - - - - S - - - - - INDICATES PROPOSED SEWER LINE
 - - - - - INDICATES PROPOSED RIGHT-OF-WAY LINE
 - - - - - INDICATES PROPOSED RIGHT-OF-WAY
 ———— INDICATES LINE BREAK

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES



SHEET 2 OF 2



55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-0459
mcgillassociates.com

SWEETING APPRAISAL SERVICES

P.O. BOX 790 BLOWING ROCK NC 28605

Phone - (828) 295-4357

fax - (828) 295-7627

office@sweetingappraisal.comMay 14th, 2021

Mr. David Lackey, Attorney at Law
 Wilson, Lackey & Rohr, P.C.
 606 College Avenue SW
 Lenoir, NC 28645

RE: CONDEMNATION APPRAISAL FOR THE CITY OF LENOIR (JOHN R. FLOWERS JR. PROPERTY), 320 WILKESBORO BLVD, SE, LENOIR, NC 28645

Dear Mr. Lackey,

Please find attached the appraisal report for the above referenced property. The appraisal report was prepared for condemnation purposes as it relates to the proposed road project identified as the Hotel Street Extension. The subject property is currently operating as NAPA Auto Parts by the current owners. The property is improved with a metal sales/warehouse used as a retail store. There are ample site improvements to include paved driveways and parking areas, average landscaping and public utility taps. The building contains approximately 4,980sf of gross building area. An interior/exterior inspection of the building and site improvements were completed on April 28, 2021. The gross land area, to include the right-of-way of NC Highway 18/US Highway 64, was 1.04 acres. The net land area was 37,502sf (0.861 acres). The land area within the existing road easement acquisition area at the rear of the property contains 7,138sf. The proposed project will include the fee simple acquisition of the existing road easement area. It is also my understanding that the City is planning for utility installations (now or in the future) within the acquisition area.

The following is a summary of the before and after value estimates included in this report:

Before Value:

A.	Land	\$248,625
B.	Improvements	\$253,000
	TOTAL BEFORE VALUE	\$501,625

After Value:

A.	Land	\$242,900
B.	Improvements	\$251,800
	TOTAL AFTER VALUE	\$494,700

DIFFERENCE: \$6,925

Please Note: There is a hypothetical condition which is included in this report. The condition is that the proposed public road to be constructed, with driveway connection to the subject property, will be built as indicated on the plan sheets submitted and built immediately after the acquisition. The use of a hypothetical condition might have an affect on the assignment results.

I have reviewed the plan sheets and cross sections provided by McGill & Associates. The fee simple acquisition contains 7,138sf of land area.

If you should have any questions, please feel free to contact me at (828) 295-4357 or by email at office@sweetingappraisal.com.

Sincerely,

Michael B. Sweeting



Michael B. Sweeting, SRA
NC State-Certified General Appraiser A285

SUMMARY SHEET

1. TOWN PROJECT: City of Lenoir COUNTY: Caldwell
2. OWNER(S): John R. Flowers, Jr. PARCEL NUMBER: N/A
3. DRAWING NUMBER: See McGill Plan SURVEY STATIONS N/A

4. Land Areas:	AREA LT. OF R/W	AREA IN R/W Now A Fee Simple Acquisition	AREA RT. OF R/W	TOTAL
5. Appraiser Net Areas	30,364sf (BV/AV)	7,138sf (BV/AV)	0.00 ac	37,502sf (BV/AV)

6. Additional Easements: TCE: DRAINAGE: perm: temp: OTHER:

7. IMPROVEMENTS LT. OF EASEMENT(S)	IMPROVEMENTS TO BE ACQUIRED IN EASEMENT(S)	IMPROVEMENTS RT. OF EASEMENT(S)
NAPA Auto Parts Store	Driveway/Parking Area	None
Driveway/Parking Areas		
Miscellaneous/Landscaping		

8. Rights and Interests to be Appraised: Unencumbered Fee Simple Interest

9. Estimated Fair Market Value of Property Immediately Before:

Land	\$ 248,625
Improvements	\$ 253,000
Total	\$ 501,625

Estimated Fair Market Value of Property Immediately After:

Land	\$ 242,900
Improvements	\$ 251,800
Total	\$494,700

Difference Between Before and After Value (If Benefitted, Type "Benefits") \$ 6,925

Michael B. Sweeting

Signed:

Date of Appraisal: April 28, 2021

Name: Michael B. Sweeting

Phone: (828) 295-4357

Street: P.O. Box 790

City: Blowing Rock State: NC Zip: 28605



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☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 0.71

Total Postage and Fees

\$ 7.16

Sent To

Trust Bank

Street and Apt. No., or PO Box No.

160 Mine Lake Ct Ste 200

City, State, ZIP+4[®]

Raleigh, NC 27615

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☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 0.71

Total Postage and Fees

\$ 7.16

Sent To

Ms. Dana M. Flowers

Street and Apt. No., or PO Box No.

P.O. Box 1118

City, State, ZIP+4[®]

Hickory, NC 28603

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

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☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 0.71

Total Postage and Fees

\$ 7.16

Sent To

Duke Energy Carolinas, LLC

Street and Apt. No., or PO Box No.

160 Mine Lake Ct Ste 200

City, State, ZIP+4[®]

Raleigh, NC 27615

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

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☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 0.71

Total Postage and Fees

\$ 7.16

Sent To

Bank of America, N.A.

Street and Apt. No., or PO Box No.

200 South College St, 13th Floor

City, State, ZIP+4[®]

Charlotte, NC 28255

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

See Reverse for Instructions

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City, State, ZIP+4[®]

Hickory, NC 28603

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

See Reverse for Instructions

Postmark
Here

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Henry Clark</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>DANNY CLARK</i> C. Date of Delivery <i>21 JUN 2021</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No		■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Favoris</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Favoris</i> C. Date of Delivery <i>21 JUN 2021</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No	
1. Article Addressed to: Mr. John R. Flowers, Jr. P.O. Box 1118 Hickory, NC 28603		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☒ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500) ☐ Insured Mail Restricted Delivery (over \$500)		1. Article Addressed to: Truist Bank c/o CT Corp. System, its Registered Agent 160 Mine Lake Ct STE 200 Raleigh, NC 27615		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☒ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500) ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7019 2970 0001 7098 2152		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2169		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2169		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2169	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt		PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

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1. Article Addressed to: Ms. Dana M. Flowers P.O. Box 1118 Hickory, NC 28603		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☒ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500) ☐ Insured Mail Restricted Delivery (over \$500)		1. Article Addressed to: Bank of America, N.A. 200 South College St, 13th Fl. Charlotte, NC 28255		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☒ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500) ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7019 2970 0001 7098 2176		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2183		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2183		2. Article Number (Transfer from service label) 7019 2970 0001 7098 2183	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt		PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

Board Appointments

Mayor Gibbons will recommend the following two individuals be appointed/re-appointed to the City's Authorities/Boards/Commissions as presented. These individuals were announced at the June 15 City Council meeting.

Planning Board

Curtis Baker 4-yr. term
*new appointment

Lenoir Business Advisory Board

Jennifer Indicott 3-yr. term
*re-appointment