



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MARCH 15, 2022
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, March 1, 2022 as submitted.
- B. Authorizing Resolution PARTF Grant: Staff recommends City Council approval of an Authorizing Resolution authorizing the City Manager to submit a Parks and Recreation Trust Fund Grant (PARTF) Application for 2022 for the Lenoir Aquatic and Fitness Center renovations as submitted. The City's match would be \$500,000.00. The grant is to be completed and funded over a three-year period.
- C. Renewal; Sidewalk Café Permit; Side Street Pour House & Grill: Staff recommends approval to renew the annual Sidewalk Café Permit as submitted with the following conditions:
1. The applicant must coordinate with the City Staff prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
 3. All provisions of Section 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
 4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, will hold the first of two public meetings to receive public comments regarding the proposed FY2022 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2021, beginning July 1, 2022 and ending June 30, 2023. The City of Lenoir serves as the Lead Entity for the Unifour Consortium.

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

1. The Lenoir Tourism Development Authority (LTDA) will meet on Thursday, March 17 at 4:00 p.m.
2. The Lenoir Business Advisory Board will meet on Thursday, March 17 at 6:00 p.m.
3. The Parks and Recreation Advisory Board will meet on Monday, March 21 at 6:00 p.m. at the Mulberry Recreation Center.
4. The Committee of the Whole will meet on Tuesday, March 22 at 8:30 a.m. at City Hall, Third Floor. This meeting will be a continuation of the Strategic Planning Meeting held on February 11.
5. The Foothills Regional Airport Authority will meet on Wednesday, March 23 at noon.
6. The Lenoir Planning Board will meet on Monday, March 28 at 5:30 p.m.

B. Items for Council Action

1. Minimum Housing Ordinance; 530-A Wheeler Street: City Staff request that City Council adopt an Order of Abatement directing Staff to demolish the dilapidated dwelling at 530-A Wheeler Street as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS****X. ADJOURNMENT**

**LENOIR CITY COUNCIL
TUESDAY, MARCH 1, 2022
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Mayor Pro-Tem Crissy Thomas, Ralph Prestwood, David Stevens and City Attorney Timothy J. Rohr, City Manager Scott Hildebran, City Clerk Shirley Cannon, Police Chief Brent Phelps, and Communications Director Joshua Harris.

ZOOM: Councilmember Kent Greer, Fire Chief Ken Hair, Recreation Director Kenny Story, Economic Development Director Kaylynn Horn, Finance Director Donna Bean, Planning Director Jenny Wheelock, Public Works Director Jared Wright, and Public Utilities Director Radford Thomas.

Others in attendance Candace Simmons, Caldwell Free Press.

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.

**CONDOLENCES; FAMILY OF
STEVEN STEWART:**

- B. On behalf of City Council, Mayor Gibbons offered condolences to the family of Mr. Steven Stewart due to the passing of his mother, Sandra Stewart, earlier in the week. Mr. Stewart serves on the ABC Board.

**COMMENDED; PUBLIC WORKS
DIRECTOR JARED WRIGHT:**

- C. On behalf of City Council, Mayor Gibbons commended Jared Wright, Director of Public Works and Engineering, for his service and professionalism during his tenure with the City. Director Wright submitted his resignation effective Friday, March 4 to accept another position.

Mayor Gibbons thanked Director Wright for his knowledge and ability and stated he would be greatly missed. Mayor Gibbons also remarked that everyone enjoyed working with Director Wright and wished him the very best in his new endeavors.

Director Wright thanked Mayor Gibbons and City Council and remarked it was an honor to work with the City of Lenoir and Council.

**COMMENDED; JOSHUA HARRIS, COMMUNICATIONS DIRECTOR
& LESTER WHITTINGTON, MLK CENTER DIRECTOR; BLACK HISTORY MONTH:**

- D. On behalf of City Council, Mayor Gibbons commended Joshua Harris, Communications Director, and Lester Whittington, Martin Luther King, Jr. Center Director, for the great articles that were published about Black History Month along with the outstanding displays that Director Whittington put together at the MLK Center in honor of Black History Month that was celebrated during the month of February.

Mayor Gibbons also thanked Candace Simmons, Caldwell Free Press, for the great job she has done covering all of the events. It was noted additional events would be held to celebrate Black History Month in the near future.

ANNUAL REPORT; POLICE

DEPARTMENT: E. Chief of Police, Brent Phelps, presented the Police Department's 2021 Annual Report to City Council.

A copy of the full report is available online at www.cityoflenoir.com/police.

Chief Phelps discussed the changes to the National Incident-Based Reporting System (NIBRS) and reviewed the highlights of the report. He stated that, due to the data numbers decreasing in 2020 because of the pandemic, the Department compared data from years 2019 and 2021 which will be their new baseline.

Chief Phelps shared there was an increase in homicides, weapons violations, and domestic cases possibly due to people being home and confined during the pandemic. He further shared the number of commitments for mental health services almost doubled, but said he is unsure of the reason for it. In addition, Chief Phelps reported the number of overdoses increased and Officers administered the drug Narcan 55 times and saved 54 lives. He clarified for Council that all police officers received training in administering Narcan. Chief Phelps expressed major concern regarding the level of addiction in individuals and pointed out the threat of going to jail does not matter to them.

Chief Phelps stated there were 46 incidents of use of force by Officers and explained that, although an Officer may pull their weapon or taser and not use it, it still has to be documented as a use of force. Next he briefly shared information about the K-9 dogs. He stated they were used during search warrant situations and elevated situations.

Next, Chief Phelps reported most car crashes occur between Smith Crossroads and Excelsa due to the large number of ingress/egress options that are available at businesses located on US Highway 321. He emphasized the Department's goal is to slow people down before they reach the main intersection.

In addition, Chief Phelps reported the North Carolina League of Municipalities (NCLM) is currently assessing their Departmental policies in order to make sure the Department is following all risk assessment guidelines. When the NCLM's assessment is complete, Staff will review the report with City Council. Once completed, the City should see a reduction in insurance rates.

Also, he shared the Department is currently working on succession planning due to upcoming retirements and shared that fewer people are choosing law enforcement as a career. Chief Phelps pointed out the Department had 22,000 calls for service and 136 nuisance cases. He also showed a picture of the Department's new police car color and design.

On behalf of City Council, Mayor Gibbons thanked Chief Phelps for the good report and for all the Department does in keeping the citizens of Lenoir safe every day.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 15, 2022 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, February 15, 2022, 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, February 22, 2022 as submitted.
- E. Final Change Order No. 1 & Closeout of Construction Contract; Hotel Street Extension Project: Staff recommends approval of the Final Adjusting Change Order No. 1 and moving forward with the closeout of the construction contract for the Hotel Street Extension Project. **Please note that this action only refers to closeout of the construction contract. The project budget ordinance will remain active until pending right of way acquisitions are completed.** (A copy of the Final Adjusting Change Order No. 1 is hereby incorporated into these minutes by reference. Refer to page 63.)
- F. Final Offer to Purchase Real Property; Parkview Subdivision: Approval of the Final Offer to Purchase Real Property by resolution in the amount of \$19,000 following submission of no upset bids, and as submitted by Wild Winds Farms, Inc. to purchase the nine (9) lots owned by the City of Lenoir located in the Parkview Subdivision. Parcel numbers are: 09148 2 2, 09148 2 21, 09148 2 23, 09148 2 25, 09148 2 29, 09148 2, 69, 09148 2, 10, 09148, 2 34, 09148 2, 47 as submitted. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 64-65.)

Councilmember Perkins moved to remove Item D. from the Consent Agenda for additional clarification and discussion. By consensus of the Council, this item was removed from the Consent Agenda.

First Motion

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve items A, B, C, E and F on the Consent Agenda as recommended and as presented by City Manager Hildebran.

- D. Authorizing Resolution; Mattern & Craig, Inc.: Approval of a Resolution authorizing the City Manager to enter into a Consulting Agreement with Mattern & Craig, Inc. for temporary Administrative and Management Services Assistance as submitted.

(A copy of the resolution and consulting agreement is hereby incorporated into these minutes by reference. Refer to page 66-71.)

City Manager Hildebran explained the purpose of the resolution and agreement was for the City to have additional assistance available three days a week due to the recent resignation of our Public Works Director. Mr. Hildebran said this individual would also assist Radford Thomas, Public Utilities Director, as needed.

Second Motion

Following a brief discussion and upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve the Authorizing Resolution authorizing the City Manager to enter into a Consulting Agreement with Mattern & Craig, Inc. for temporary Administrative and Management Services Assistance as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

CALDWELL EDC: 1. The Caldwell County Economic Development Commission (EDC) will meet on Tuesday, March 8 at 8:00 a.m.

LENOIR BUSINESS ADVISORY BOARD: 2. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, March 10 at 6:00 p.m.

CITY/COUNTY SERVICES COMMITTEE: 3. The City/County Services Committee will meet on Monday, March 14 at noon.

NATIONAL LEAGUE OF CITIES CONFERENCE: 4. The National League of Cities (NLC) Congressional City Conference will be held in Washington, DC, on March 14 through 16. City Manager Scott Hildebran, City Attorney T.J. Rohr and Councilmember Jonathan Beal will be attending.

INTRODUCTION/WELCOME; INTERIM PUBLIC WORKS DIRECTOR: 5. Mayor Gibbons introduced and welcomed Mr. Ed Evans who will be filling in as the City's Interim Public Works Director until the position is filled. Mayor Gibbons informed Mr. Evans that everyone is looking forward to working with him.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

ANNOUNCEMENT; PLANNING BOARD VACANCY:

A. Mayor Gibbons announced a vacancy exists on the Lenoir Planning Board due to the resignation of board member Kent Greet who resigned due to being appointed by City Council. Mayor Gibbons said he would be presenting an individual for consideration of approval by Council in the near future.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:44 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 owns (9) nine vacant parcels located in the Parkview Subdivision acquired via tax foreclosure, (Parcel numbers are: 09148 2 2, 09148 2 21, 09148 2 23, 09148 2 25, 09148 2 29, 09148 2 69, 09148 2 10, 09148 2 34, 09148 2 47, and more particularly described on the following pages); 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 (9) nine vacant parcels described above, in the amount of \$19,000, submitted by Wild Winds Farm's, LLC; and

WHEREAS, Wild Winds Farm's LLC has paid the required five percent (5%) deposit on his offer;

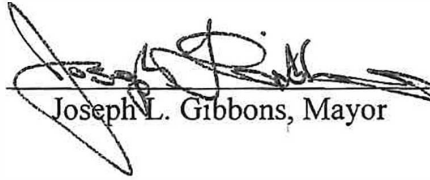
NOW, THEREFORE, BE IT RESOLVED, the LENOIR CITY COUNCIL of the City of Lenoir resolves that:

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 Wild Winds Farm's, LLC.

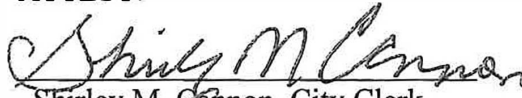
This the 15th day of February, 2022.

SEAL



Joseph L. Gibbons, Mayor

ATTEST:



Shirley M. Cannon, City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

OFFICE OF THE MAYOR
Joseph L. Gibbons



Resolution Authorizing the City Manager to Enter into a Consulting Agreement with Mattern & Craig, Inc. for Temporary Management Services Assistance

WHEREAS, the City of Lenoir ("the City"), a North Carolina municipal corporation, was established in 1841 and incorporated in 1851; and

WHEREAS, Mattern & Craig, Inc. ("M&C"), founded in 1978 in Roanoke, Virginia is an employee-owned, professional engineering and surveying firm with offices in Roanoke, Virginia; Kingsport & Johnson City, Tennessee (Tri-Cities); Asheville & Hickory, NC; and Charleston, SC; and

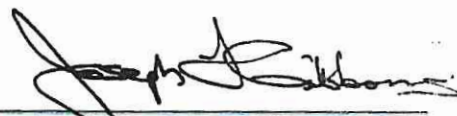
WHEREAS, the City is in need of temporary administrative and management services assistance for the next few months as the City initiates the recruitment process for the Public Works Director position; and

WHEREAS, the City and M&C desire to enter into a Consulting Agreement (the "Agreement") for purpose of M&C providing temporary administrative and management services assistance to the City.

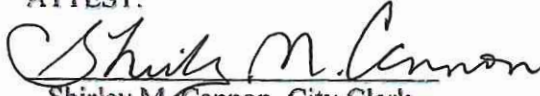
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA: The City Manager is hereby authorized to execute, on behalf of the City, a Consulting Agreement, by and between the City and M&C temporary administrative and management services assistance for the next few months as the City initiates the recruitment process for the Public Works Director position.

Adopted this the 1st day of March, 2022.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk

Post Office Box 958 • Lenoir, North Carolina 28645-0958 • (828) 757-2200



This Consulting Agreement, dated effective March 1, 2022 (this "Agreement"), is made and entered into by and among City of Lenoir (the "City") and Mattern & Craig, Inc. (the "Consultant").

ARTICLE 1 SCOPE OF WORK

1.1 Services. The City has engaged Consultant to provide management services in connection with the City's Public Works Department and associated, ongoing projects undertaken by the City. Consultant will provide assistance to the City Manager and the Department in providing guidance and directive in day-to-day operations and general project progress. Consultant shall relay any required executive decisions to either the City Manager or the Public Utilities Director and receive other specific directives for consulting services from these City representatives.

1.2 Time and Availability. Consultant shall devote 24 hours per week for the month of March in performing the services for the City as stated herein. Consultant shall typically perform such consulting services throughout a continuous 3-day period each week giving due regard to the needs of the City's daily business. However, the Consultant shall have discretion in selecting the days and times according as its schedule demands. If the City deems it necessary for the Consultant to provide more than 24 hours in any given week, Consultant is not obligated to undertake such work until the Consultant and City have agreed on future schedule adjustment in the remaining weeks. Upon completion of the first month's service, the Consultant and City will review the performance, Departments needs, and effectiveness of this arrangement to determine if continuation of the services is warranted and/or agreeable to both parties. Extension of this agreement shall be made in writing 3 days in advance of the 1st day of each subsequent month.

1.3 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for the City to provide Consultant with Confidential Information (as defined below) regarding the City's business and products. The City will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the City.

1.4 Standard of Conduct. In rendering consulting services under this Agreement, Consultant shall conform to normal professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the City without the prior written consent of the City. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in conflict of interest or guarantee results of work performed by or for the City.

1.5 Outside Services. Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an authorized officer of the City. Should the City consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the City.

1.6 **Reports.** Consultant shall periodically provide the City with written reports of his or her observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of City, prepare a final report of Consultant's activities.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 **Independent Contractor.** Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the City. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the City in any manner without the prior express written authorization from an authorized officer of the City.

2.2 **Taxes.** Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the City on behalf of Consultant.

2.3 **Benefits.** Consultant and Consultant's employees shall not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the City. No workers' compensation insurance shall be obtained by City covering Consultant or Consultant's employees.

ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

3.1 **Compensation.** The City shall pay to Consultant \$175 per hour for services rendered to the City under this Agreement. The monthly compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid *based on required weekly time documentation* submitted to the City Manager on Tuesday, each week.

3.2 **Reimbursement.** The City agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., meals, parking, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant shall be reimbursed by the City within 15 days of Consultant's proper written request for reimbursement.

ARTICLE 4 TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective as of March 1st, 2022, and shall continue in full force and effect for 1 month with allowance for extensions up to 3 consecutive months.

The City and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue beyond this agreed upon Term.

4.2 Termination. The City may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 6 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the City; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the City's business. In the event of any termination, the Consultant will be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

4.3 Responsibility upon Termination. Any equipment provided by the City to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, vehicles, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the City.

ARTICLE 5 CONFIDENTIAL INFORMATION

5.1 Obligation of Confidentiality. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the City. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the City, or disclose such Confidential Information without the written authorization of the President of the City, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to the City or to a third party for whom the City is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the City, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the City, any confidential secret development or research work of the City, or any other confidential information or proprietary aspects of the business of the City. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the City as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of the City. Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the City in connection with services rendered under this Agreement, are and shall remain the exclusive property of the City. Promptly upon

the expiration or termination of this Agreement, or upon the request of the City, Consultant shall return to the City all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

ARTICLE 6 CONFLICT OF INTEREST AND NON-SOLICITATION

6.1 Conflict of Interest. Consultant covenants and agrees not to consult or provide any services in any manner or capacity to any outside agent that creates a direct conflict of interest with the City during the duration of this Agreement. A direct conflict of interest with the City for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that would benefit from an engagement in the business of contracting with the City.

6.2 Non-Solicitation. Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the City any employee or independent contractor employed by the City while Consultant is performing services for the City.

ARTICLE 7 GENERAL PROVISIONS

7.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of North Carolina.

7.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

7.4 Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be negotiated in good faith for a period of 7 days from date of notice of all disputes prior to exercising their rights under law. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved. If the City determines no resolution to a dispute can be reached, City may elect termination of the Agreement under Article 4 without initiating legal proceedings against the Consultant related to the Consultant's services.

7.5 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

7.6 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

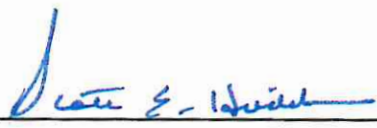
7.7 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the City without Consultant's consent in the event the City is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

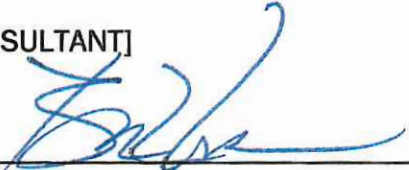
7.8 No Conflict. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

[CITY]

[CONSULTANT]

By: 

By: 

Title: CITY MANAGER

Title: PRINCIPAL

Date: 3/1/2022

Date: 3/4/22

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Seeking approval from council to apply for a 2022 Parks and Recreation Trust Fund Grant for the maximum amount of \$500,000 for various improvements to the Lenoir Aquatic & Fitness Center/Rotary Soccer Complex.

II. Background Information:

PARTF Grants are administered once a year and allows for municipalities to apply for monies on a 50/50 basic. Projects can be completed over a 3 year grant cycle.

City of Lenoir contribution	\$500,000
PARTF Match	\$500,000
Total Funds available to spend on project	\$1,000,000

III. Staff Recommendation:

Staff recommends the City to Apply for a PARTF grant to help make various improvements to Lenoir Aquatic & Fitness Center/Rotary Soccer Complex. This will follow with our Master Plan in providing recreational opportunities to our citizens

IV. Reviewed by:

City Attorney:

Finance Director:

Public Works/Public Utilities Director:

Planning Director:

Recreation Director: Kenny Story



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 Authorizing the Submittal of a NC Parks and Recreation
Trust Fund Grant Application for Improvements to the Lenoir
Aquatics & Fitness Center/Rotary Soccer Complex**

WHEREAS, the North Carolina General Assembly established the Parks and Recreation Trust Fund (PARTF) on July 16, 1994 to fund improvements in the state's park system, to fund grants for local governments, and to increase the public's access to state beaches; and;

WHEREAS, the Park and Recreation Authority was created to allocate funds from PARTF to the Division of Parks and Recreation and to grant programs for local governments; and

WHEREAS, the Parks and Recreation Trust Fund is a method of financing Parks and Recreation projects on the local and state level; and;

WHEREAS, the City of Lenoir is seeking endorsement from the Lenoir City Council to apply for a PARTF Grant for various improvements to the Lenoir Aquatic and Fitness Center/Rotary Soccer Complex as identified in the Parks and Recreation Master Plan; and

WHEREAS, the Lenoir City Council authorizes Staff to apply for a Parks and Recreation Trust Fund (PARTF) Grant for the maximum amount of \$500,000; and

WHEREAS, the PARTF Grant requires applicants to match 50-percent grant dollars with 50-percent local dollars; and

WHEREAS, the City of Lenoir will appropriate the 50-percent local match of \$500,000, if a grant is awarded; and

WHEREAS, Staff also recommends that the City Manager be authorized to execute the necessary documents on behalf of the City of Lenoir.

NOW, THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina and on behalf of City Council, hereby directs Staff to apply for the North Carolina Parks and Recreation Trust Fund Grant and authorizes the City Manager to execute all documents related in the PARTF Grant.

Adopted this the 15th day of March, 2022.

SEAL

ATTEST:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk





Lenoir Parks and Recreation Department
 Recreation Administrative Offices (828)757-2165 Fax (828)758-1315
 W.B Stronach Aquatic & Fitness Center (828)757-2196
 Mulberry Recreation Center (828)757-2165
 Martin Luther King Center (828)757-2170
www.cityoflenoir.com



PART F GRANT

Improvements to the Lenoir Aquatic & Fitness Center/Rotary Soccer Complex

LAFC

New Splash Pad
 Adding two corn hole boards
 Updating the men's and women's locker rooms (This includes replacing everything inside the locker rooms)
 New Flooring throughout the entire building to include the indoor pool
 Painting the entire interior of the building
 New LED Lighting throughout the entire building
 Resurfacing and painting 3 racquetball courts
 Replacing the Hot Tub (Sauna)
 Adding a new Family Restroom
 Make Improvements to the front desk area

Rotary Soccer Complex

16x30 Picnic Shelter
 Picnic Tables
 Trash Receptacles
 Outside Grills

Kenny Story
 City of Lenoir
 Recreation Director

CITY OF LENOIR**COUNCIL ACTION FORM: March 15, 2022****I. Agenda Item:**

Renewal of the Side Street Pour House sidewalk café permit.

II. Background Information:

Sec. 13-3(C) allows for sidewalk cafes on city sidewalks within the Downtown district, subject to approval of a permit by City Council. The ordinance states such approval is good for one year. The Side Street Pour House sidewalk café, located at 128 Main Street NW, has been in use now for 5 years and continues to make a positive impact to the Downtown atmosphere. It was installed after initially being approved by Council on March 7, 2017, and has been renewed each year.

The requested permit is for the placement of the tables and chairs, as well as the support structures for sunshades/string lights.

III. Staff Recommendation:

Renewal of the sidewalk café permit, with the following conditions (carried forward from the original approval):

1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
3. All provisions of Sec. 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

The City of Lenoir allows sidewalk cafes within the downtown Municipal Service District when a permit is approved by City Council, in accordance with Sec. 13-3 of the Lenoir City Code. For questions about this application form or the rules pertaining to sidewalk cafes in the City of Lenoir, please contact the Planning Department at 828.757.2200. PERMITS ARE GOOD FOR A PERIOD OF 1 YEAR AND MUST BE RENEWED ANNUALLY.

Submittal Checklist:

- ☐ Application Form
- ☐ Application Fee
- Site Plan (including dimensions):
 - Must show all tables, chairs, walkway areas, and entrances/exits to the restaurant.
 - Must show location and materials of temporary barrier to be erected around the café.
 - Must show 5 ft. clear pedestrian path on sidewalk adjacent to café area.
- ☐ Documentation of Public Liability Insurance
 - Must carry \$1,000,000.00 insuring against personal injury, wrongful death and property damage, including the City as a party insured and insuring the City against any liability resulting from the uses permitted pursuant to Section 13-3 of the Lenoir City Code.
- ☐ Copies of All Permits and Licenses
 - County Health Department and any other applicable regulatory agencies
 - Current ABC/ALE permits if the sidewalk café intends to serve alcoholic beverages on the public sidewalk. NOTE: revised permits may be required to include the expanded areas.

Permit Information:

Property Address: 128 Main St. NC PIN: _____

Zoning District: B-3 Located within Municipal Service District? ☒ Yes ☐ No

Business Name: Side Street Pour House & Grill

Will ABC permit include sidewalk café area? ☒ Yes ☐ No

Number of seats in Restaurant: 100 Number of seats* proposed for sidewalk café: 24

*Note: seating in sidewalk café can not exceed 50% of the seating within the restaurant.)

Contact Information:

Kevin Eller
Name of Restaurant Operator

2606 Keyes Pl
Street Address

Lenoir NC 28645
City State Zip

Phone Number: 828-234-4535

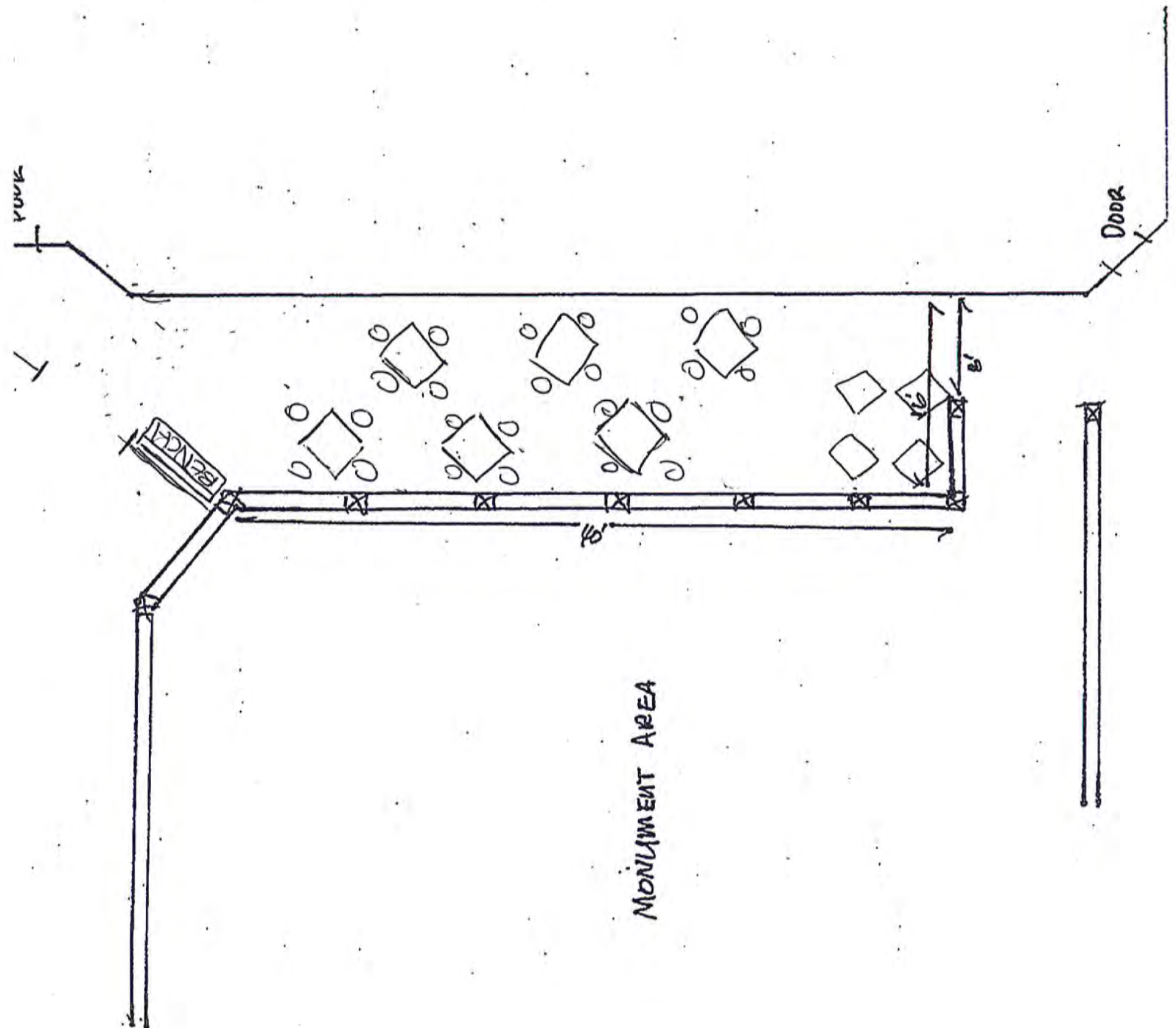
Fax Number: _____

Email: kevin.eller@yahoo.com

Owner's Signature:

By signing, I certify that the information presented in this application is true to the best of my knowledge and I consent to enter into a hold-harmless agreement with the City and comply with all provisions of the City ordinances in the establishment and operation of the sidewalk café described in this application.

OFFICIAL USE ONLY: City Council approved on _____ Permit No. _____





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Insurance Agency Inc 512 Mulberry Street SW Lenoir NC 28645	CONTACT NAME: Kimmie Rogers PHONE (A/C, No, Ext): 828-758-2364 E-MAIL ADDRESS: kimmie@reliableinsurance.biz	FAX (A/C, No): 828-758-1736
	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Side Street Entertainment DBA Side Street Pour House & Grill PO Box 850 Lenoir NC 28645	NAIC # 17370	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NN1240410	03/30/2021	03/30/2022	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Restaurant

Certificate holder is listed as Additional Insured per form CG2011 (12/19).

CERTIFICATE HOLDER

CANCELLATION

Keystone Properties Llc 2606 Keyes Place Lenoir NC 28645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Danielle Swade</i>
--	--

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Insurance Agency Inc 512 Mulberry Street SW Lenoir NC 28645	CONTACT NAME: Kimmie Rogers PHONE (A/C, No, Ext): 828-758-2364 E-MAIL ADDRESS: kimmie@reliableinsurance.biz		FAX (A/C, No): 828-758-1736
	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company		NAIC # 17370
INSURED Side Street Entertainment DBA Side Street Pour House & Grill PO Box 850 Lenoir NC 28645	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NN1240410	03/30/2021	03/30/2022	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED ☐ RETENTION \$ ☐							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Restaurant

Certificate holder is listed as Additional Insured per form CG2026 (12/19).

CERTIFICATE HOLDER

City of Lenoir
Po Box 958
Lenoir NC 28645

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danielle Swade

NOTICE OF PUBLIC MEETING CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public meeting to receive public input and comments concerning the proposed FY-2022 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2021, beginning July 1, 2022 and ending June 30, 2023.

The public meeting will be held on Tuesday, March 15, 2022 at 6:00pm before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

A summary of the proposed Action Plan is available for public review at the Lenoir City Hall. There will be a 30-day comment period beginning March 4, 2022, to obtain citizen input before the plan is adopted.

The City of Lenoir has received entitlement status by HUD and receives CDBG funds for carrying out community development activities as described in the Consolidated Plan. The Unifour HOME Consortium is comprised of 28 member local governments located within and including Alexander, Burke, Caldwell and Catawba Counties. The City of Lenoir serves as Lead Entity for this Consortium. The Unifour Consortium has received entitlement status by HUD, and will receive HOME funds to carrying out affordable housing activities as described in the Consolidated Plan.

This meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For more information, contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD.

PUBLISH: March 04, 2022

Please run this ad on Friday, March 04, 2022

Please run one time only

Use Small Block Ad

Use HUD and Fair Housing, EEO logos

Affidavit Required

Send Bill & Affidavit to:

Attention: **Rick Oxford**
Unifour HOME Program
1880 2nd Avenue NW
Hickory, NC 28601

If you need further information contact Rick Oxford at (828) 514-9191.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to demolish the dilapidated dwelling at 530-A Wheeler Street.
- II. Background Information:** This property is currently going through tax foreclosure. The owner is no longer living in the dwelling, and does not have the resources to demolish. Rather than wait for the foreclosure action to be final, staff initiated a minimum housing case on this property in order to address concerns from the neighbors, law enforcement, and elected officials. The attached ordinance will give staff authority to proceed with the demolition while the title is still in Ms. Dula's name.

Return receipts for certified mail have been inconsistent for the past two years, and certified mail was not signed for. However, priority mail was not returned, and Ms. Dula has reached out to staff so we are confident that proper notice was served. See attached documentation.

- III. Staff Recommendation: Adoption of the attached ordinance.**

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Planning Director: DeWeelock _____

ORDER OF ABATEMENT

AN ORDINANCE ORDERING THAT THE PUBLIC OFFICER CAUSE THE DWELLING OWNED BY KATIE L. DULA AND LOCATED AT 530-A WHEELER STREET IN LENOIR, NC, TO BE REMOVED OR DEMOLISHED, IN ACCORDANCE WITH SECTION 10-33(B) OF CHAPTER 10 OF THE LENOIR CODE OF ORDINANCES.

WHEREAS, the property located at 530-A Wheeler Street (NC PIN 2749574704) has been found by the City to be dilapidated and Unfit for Human Habitation, and

WHEREAS, the subject property has been the subject of numerous complaints from neighbors, law enforcement, and elected officials for many years, and

WHEREAS, following an initial notice of violation and hearing notice, the Public Officer found the dwelling to be “Dilapidated” on January 7, 2022, and ordered that it be removed/demolished, and

WHEREAS, the owner of this dwelling, **Katie L. Dula**, has failed to comply with the order within the time specified, and staff now seeks to abate the violations, and add the costs incurred as a lien on the subject property the same as a tax lien, as provided for in the Lenoir Code of Ordinances; and

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. City staff is hereby authorized and directed to place a placard on the dilapidated dwelling with the following words:

"This building is unfit for human habitation; the use or occupation of this building for

human habitation is prohibited and unlawful."

Section 2. City staff is hereby authorized and directed to remove or demolish the dwelling described herein, in accordance with Chapter 10 of the Lenoir Code of Ordinances.

Section 3. The City's cost to abate the violations shall be a tax lien on the real property.

Section 4. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 15th day of March 2022.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

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

November 3, 2021

Katie L Dula
924 German St NW APT C10
Lenoir, NC 28645

Certified Mail: 7019 2970 0001 7097 2238

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Katie L Dula**, the owner(s) of property located at **530-A Wheeler St** (PIN: 2749574704) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Deteriorated** ○
Dilapidated ●

City of Lenoir Code of Ordinance

Sec. 10-2. - Findings; purpose.

Sec. 10-3. - Responsibilities of owners and occupants.

Sec. 10-5. - Violations; penalty.

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

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

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinance. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. Please contact me to schedule a time for an onsite hearing.



Stage of the investigation**Initial Investigation** ●**Final Determination** ○

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

Sincerely,

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

Sec. 10-2. - Findings; purpose.

(a) Occupied dwellings. The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the citizens of Lenoir. A public necessity exists for the repair, closing, or demolition of such dwellings. It is hereby found that there exist in this city dwellings that are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or determinantal to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city.

Sec. 10-3. - Responsibilities of owners and occupants.

(a) Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. (b) Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls. (c) Rubbish and garbage. Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases the owner shall be responsible for the availability of rubbish and garbage storage facilities. (d) Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same. (e) Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface, or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

Sec. 10-5. - Violations; penalty.

(a) No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. No owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 10-32 to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.

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

January 7, 2022

Katie L Dula
924 German St NW APT C10
Lenoir, NC 28645

Certified Mail: 7019 1640 0001 3421 5093

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Katie L Dula**, the owner(s) of property located at **530-A Wheeler St** (PIN: 2749574704) in the City of Lenoir, North Carolina.

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

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

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

G.S. 160A-428

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

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



This is the final determination for the property listed above. This property is in violation of the City of Lenoir Minimum Housing Standards. The structure is currently unsecure and a safety hazard. Due to the amount of structural damage, this dwelling is classified as dilapidated. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Abatement of these violations must occur in a specified amount of time, not to exceed 30 days.

Failure to abate the violations by, (**Wednesday, February 9, 2022**) will result in actions including, but not limited to, civil penalties, postings, and city abatement. If you have any questions concerning the violations or the abatement process, please contact me.

Section 1-15 Civil and Criminal Penalties

- (c) Violation of any provision of this Code not corrected as provided in [this letter] shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

(e) Civil Penalties Schedule

Violation of any provision of this ordinance shall subject the offender to civil penalties in the following amounts, as applicable. All Civil Penalties must be paid within 72 hours of receipt by the offender.

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

- (f) Unless otherwise specifically provided in this Code and authorized by state law, no single offense (as described in subsection (d), above) may be punished by a fine or civil penalty in excess of \$500.00.

Stage of the investigation

Initial Investigation ☐

Final Determination ☒

Abatement of these violations must occur within a specified period of time, not to exceed 30 Days. Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement.

Sincerely,

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

Sec. 10-2. - Findings; purpose.

(a)Occupied dwellings. The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the citizens of Lenoir. A public necessity exists for the repair, closing, or demolition of such dwellings. It is hereby found that there exist in this city dwellings that are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or determinantal to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city.

Sec. 10-3. - Responsibilities of owners and occupants.

(a)Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.(b)Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.(c)Rubbish and garbage. Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases the owner shall be responsible for the availability of rubbish and garbage storage facilities.(d)Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.(e)Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface, or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

Sec. 10-5. - Violations; penalty.

(a)No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. No owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 10-32 to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.



Notice of Abatement

03/10/2022

DULA KATIE L
924 GERMAN ST NW APT C10
LENOIR, NC 28645

Certified Mail:7019 1640 0001 3421 8452

Re: Minimum Housing Determination
530-A WHEELER ST, LENOIR, NC 28645
Parcel: 2749574704

DULA KATIE L

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 530-A WHEELER ST within 30 days of February 9, 2022.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the March 15, 2022 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

Sincerely,

Jenny Wheelock, AICP,CZO
City of Lenoir Planning Director
Office: 828.810.8442
Cell: 828.394.9552

7019 1640 0001 3421 5093

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 924 German St NW APT C10
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