



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MAY 17, 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, May 3, 2022 as submitted.
- B. Capital Project Budget Ordinance; Downtown & Greenway Improvements: Staff requests Council adopt a Capital Project Budget Ordinance in the amount of \$1,500,000.00 to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project to enhance the City of Lenoir's Downtown and expand the Greenway network.
- C. Professional Services Contract; Freese and Nichols, Inc.: Staff recommends entering into a Professional Services Contract with Freese and Nichols for the completion of a Facilities Condition Assessment as proposed for a service fee in the amount of \$140,000.00.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

- A. Items of Information

1. City Council will conduct a Budget Work Session on Thursday, May 19 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers. If necessary, additional budget work sessions are scheduled on Tuesday, May 24 at 8:30 a.m. at the Committee of the Whole meeting and on Thursday, May 26 at 6:00 p.m. All budget work sessions are scheduled to be held at City Hall.
2. The Planning Board will meet on Monday, May 23 at 5:30 p.m. in the City/County Chambers.
3. The Foothills Regional Airport Authority meeting for May has been cancelled.
4. City offices will be closed on Monday, May 30 in observance of Memorial Day.
5. The American Legion Post 129 will host a Memorial Day Service on Monday, May 30 beginning at 10:00 a.m. at the square in downtown Lenoir. The public is invited to attend.
6. A Cruise-In Event will be held on Saturday, June 4 from 3:00 p.m. to 9:00 in downtown Lenoir.

B. Items for Council Action

1. Water System Purchase Agreement; Joyceton Waterworks, Inc.: Staff recommends City Council approval of the proposed Water System Purchase Agreement with Joyceton Waterworks, Inc., subject to conveyance of all necessary easements for access to the assets being transferred to the City of Lenoir by Joyceton Waterworks, Inc. and subject to review and approval of the sale by the North Carolina Utilities Commission.
2. Order of Abatement; 1301 Jolly Place: Staff recommends City Council adopt an Ordinance and Order of Abatement directing Staff to demolish the dilapidated structures at 1301 Jolly Place, NC PIN#2840989837 in accordance with Section 10-33(B) of Chapter 10 of the Lenoir Code of Ordinances.
3. FY2022-23 Proposed Budget: City Manager Scott Hildebran will present the recommended FY2022-2023 Annual Budget for the City of Lenoir to City Council and further request that City Council call for a public hearing to be held on Tuesday, June 7, 2022 to consider approval of the recommended budget.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Re-Appointments: Mayor Gibbons recommends the following list of individuals for re-appointment to the City's Authorities/Boards/Commissions. These re-appointments were announced at the May 3 City Council meeting.

<u>ABC Board</u>	(3-year term)
Jerry Brooks	

<u>Lenoir Tourism Development Authority (LTDA)</u>	(4-year term)
Dana Clark	
Glenda Wilson	

<u>Lenoir Business Advisory Board (LBAB)</u>	(3-year term)
Margaret Forney	
Darin McKinney	
Gonzalo Vasquez	
John Moore	
Sean Williams	

<u>Parks & Recreation Advisory Board</u>	(2-year term)
Schonna Banner	
Darrell Lipford	

<u>Lenoir Housing Authority</u>	(5-year term)
Debbie Smith	

<u>Planning Board</u>	(3-year term)
Tim Scobie	

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Closed Session: Pursuant to N.C.G.S. §143-318.11(a), (3), 6), City Council will enter into closed session to discuss attorney client privilege and personnel.

X. ADJOURNMENT

**LENOIR CITY COUNCIL
TUESDAY, MAY 3, 2022
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Kent Greer, Ike Perkins, Ralph Prestwood, Todd Perdue, David Stevens, City Manager Scott Hildebran, and City Clerk Shirley Cannon.

STAFF PRESENT: Police Chief Brent Phelps, Fire Chief Ken Hair, Public Utilities Director Radford Thomas and Communications Director Joshua Harris

ZOOM: City Attorney T.J. Rohr, Recreation Director Kenny Story, Economic Development Director Kaylynn Horn, Finance Director Donna Bean, Planning Director Jenny Wheelock and Interim Public Works Director, Ed Evans.

Candace Simmons, Caldwell Free Press, 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.

**COMMENDED; JOSHUA
HARRIS; NC3C AWARDS:**

B. On behalf of City Council, Mayor Gibbons congratulated Joshua Harris, Director of Communications, for the City of Lenoir winning two Excellence in Communications Awards from the North Carolina City and County Communicators (NC3C). NC3C is a professional association of municipal and county communicators in North Carolina. Director Harris submitted the awards on behalf of the City.

The City of Lenoir won second place in “General Composition-Writing” for the piece, “Single-family homes going up in Lenoir.” The article focused on new construction in the City, obstacles housing developers face, and ways City Staff were working to help bring new homes to the community.

The City also won second place in “Social Media-General Use on a Single Platform” for the City of Lenoir Facebook page. City Communication Staff have worked consistently to grow the City’s audience on Facebook by posting content that is relevant and interesting to residents and the public. In 2021, the City’s followers grew by 22% and all other Facebook metrics increased significantly due to engaging content.

Director Harris has been involved with NC3C since the organization was founded in 2007 by 27 local communicators in North Carolina. He has served as multiple terms as Treasurer, President-Elect, and President, and is currently Past President for the group.

**COMMENDED; MAYOR JOE
GIBBONS, CHAIR, NC MAYORS**

ASSOCIATION: C. On behalf of City Council, Councilmember Todd Perdue congratulated Mayor Joe Gibbons upon being selected as Chair of the NC Mayors Association. Mayor Gibbons stated it is an honor to serve in this position. He will serve a one-year term as Chair of the Board.

**SPECIAL RECOGNITION;
POLICE DEPARTMENT:**

D. Mr. Matthew Selves, Public Safety Risk Management Consultant, NCLM, introduced himself and thanked City Council for the opportunity to recognize the Lenoir Police Department for completing the North Carolina League of Municipalities "Law Enforcement Risk Management Risk Review".

As background information, a law enforcement risk review is to assess an agency's adherence to best practices, court decisions, policies and procedures related to high liability activities in law enforcement. The goal is to mitigate liability exposures, enhance officer safety, and validate that training and operating procedures are meeting industry standards. The risk management review is designed and peer-reviewed by a panel of police chiefs representing a cross section of North Carolina law enforcement agencies and is available to those agencies who participate in the League's property and liability insurance pool.

Mr. Selves stated the Risk Review involves a comprehensive agency review of the high-risk policies, operations and practices and includes a detailed on-site agency administrative and operations review, including: equipment and facility inspections, officer interviews, and observation of operations, all to validate that practices align with policy and in turn with industry best practices.

He stated a Risk Review specifically looks at those high liability areas within Departments that consist of police vehicle operations, response to active resistance, evidence processing, employment practices, procedures, and training, in addition to 39 total categories in all.

Mr. Selves stated the North Carolina Association of Chiefs of Police support this review and remarked he is proud to announce the Lenoir Police Department has successfully completed the Law Enforcement Risk Review Process.

In addition, Mr. Selves said Chief Phelps, along with the Command Staff and Officers, made this review process a department priority and remained proactive and involved throughout the entire process. Mr. Selves also remarked Staff was very open and transparent during the process.

Mr. Selves thanked Chief Phelps and the Command Staff for their leadership and willingness to participate in this very important initiative. He stated that Chief Phelps also serves on the North Carolina League of Municipalities Advisory Committee.

In conclusion, Mr. Selves shared he has spent over twenty-five years in law enforcement and served twelve years as a Police Chief. He further shared he

has worked with numerous agencies across the state and the officers he has worked with and observed demonstrate a high level of commitment to the community and in best practices to enhance professional policing and to positively impact the community and relationships.

Mr. Selves presented Chief Phelps with a plaque and congratulated the Department upon their completion of the review.

On behalf of City Council, Mayor Gibbons thanked Mr. Selves for the recognition and stated the City is a long time member of the NCLM.

On behalf of the Police Department, Chief Phelps thanked Mr. Selves for all of his help and support during the review process. He stated the review process is completed every three years and explained it helps the Department with maintaining its current accreditation. Chief Phelps also stated there is a financial benefit for NCLM members regarding professional liability coverage. He further stated how proud he was of all the Staff and Supervisors for all of their hard work during this process.

In addition, Mr. Selves shared the risk review is part of the process for the state's accreditation program. Chief Phelps reported the Police Department would be participating in that program as well.

SPECIAL RECOGNITION; PEACE OFFICERS' MEMORIAL WEEK:

- B. On behalf of City Council, Mayor Gibbons presented a proclamation to Brent Phelps, Chief of Police, proclaiming the week of May 11 through May 17 as "Peace Officers' Memorial Week" throughout the City of Lenoir. On Sunday, May 15, "Peace Officers' Memorial Day" will be observed by the Department and community.

OFFICER DOWN MEMORIAL SERVICE:

- C. Chief Phelps stated an "Officer Down Memorial Service" will be held on Thursday, May 12 at 6:00 p.m. around the Officer Down Monument located in front of the Caldwell County Courthouse. The Honor Guard from both the Lenoir Police Department and the Caldwell County Sheriff's Department will perform both rifle volley and flag presentations to honor those who have paid the supreme sacrifice. There will also be placement of the wreaths.

Chief Phelps shared that memorial week is a special week to recognize these dedicated men and women who come to work every day knowing it may be their last day. He remarked that you cannot buy this level of dedication and thanked City Council for acknowledging them. He stated the Police Department will unfortunately have two names on the memorial list of officers and other agencies will have officers on the memorial as well.

On behalf of City Council, Mayor Gibbons thanked Chief Phelps and all Police Officers for all they do each day in keeping the City of Lenoir and its citizens safe.

**SPECIAL RECOGNITION; MOTORCYCLE
SAFETY & AWARENESS MONTH:**

- D. On behalf of City Council, Mayor Gibbons presented a proclamation to Brent Phelps, Chief of Police, proclaiming the month of May as “Motorcycle Safety and Awareness Month” throughout the City of Lenoir.

On behalf of the Police Department, Chief Phelps thanked City Council and Mayor Gibbons for the recognition.

**SPECIAL RECOGNITION; INTERNATIONAL
FIREFIGHTERS’ DAY:**

- E. On behalf of City Council, Mayor Gibbons presented a proclamation to Ken Hair, Fire Chief, proclaiming Wednesday, May 4 as “International Firefighters’ Day” throughout the City of Lenoir. International Firefighters’ Day is observed each year on May 4. On this date, the public is encouraged to remember the past firefighters who have died while serving our community or dedicated their lives to protecting the safety of us all.

On behalf of the Fire Department, Chief Hair stated he is proud of all the City’s men and women that serve and he appreciates their efforts and sacrifice daily as they serve the citizens of Lenoir. He remarked they also sacrifice time with their families and friends and commended them for all their hard work.

On behalf of City Council, Mayor Gibbons thanked Chief Hair and Staff for all they do for daily for the City of Lenoir and its citizens.

**SPECIAL RECOGNITION, CELEBRATE
DRINKING WATER WEEK:**

- F. On behalf of City Council, Mayor Gibbons presented a proclamation to Radford Thomas, Public Utilities Director, proclaiming the week of May 1 throughout May 7 as “Celebrate Drinking Water Week” throughout the City of Lenoir.

Director Thomas stated he was proud of all of his Staff that and remarked they operate the plants 24 hours per day, 7 days per week, to ensure the City has the best quality drinking water it can provide for all its citizens. He commended all of his Staff members.

SPECIAL RECOGNITION; PUBLIC

- WORKS WEEK:** G. On behalf of City Council, Mayor Gibbons read a proclamation proclaiming the week of May 15 through May 21 as “National Public Works Week” throughout the City of Lenoir.

Interim Public Works Director Evans participated in the meeting via Zoom and stated Public Works Staff are dedicated individuals who work hard to provide services for the citizens and they also strive for excellence. He stated it is very much a team effort and noted Staff works with all City Departments.

Mayor Gibbons thanked Director Evans for filling in as the Interim for the City during this transition time.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 19, 2022 as submitted.
- B. Authorizing Resolution; Lenoir Greenway Extension-Park Connection Project: Approval of an Authorizing Resolution authorizing the City Planning Department to submit up to three (3) applications to the Greater Hickory Metropolitan Planning Organization (GHMPO) for Surface Transportation Program – Direct Appointment Funding (STBG-DA) Funds for the Lenoir Greenway Extension – Park Connection Project Segments 1-5 in the amount of \$2,167,750. The City of Lenoir will commit up to \$433,550 as a 20% cash match for this project. (A copy of the resolution is hereby incorporated into these minutes as reference. Refer to page 129.)
- D. Proclamation; Peace Officers' Memorial Week: Approval of a proclamation proclaiming the week of May 11 through May 17 as "Peace Officers' Memorial week" throughout the City of Lenoir. Also, Sunday, May 15 will be observed as "Peace Officers" Memorial Day." (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 130.)
- E. Proclamation; Motorcycle Safety and Awareness Month: Approval of a proclamation proclaiming the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 131.)
- F. Proclamation; International Firefighters' Day: Approval of a proclamation proclaiming Wednesday, May 4 as International Firefighters' Day throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 132.)
- G. Proclamation; Celebrate Drinking Water Week: Approval of a proclamation proclaiming the week of May 1 through May 7 as Celebrate Drinking Water Week throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 133.)
- H. Proclamation; National Public Works Week: Approval of a proclamation proclaiming the week of May 15 through May 21 as National Public Works Week throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 134.)

Recusal Request for Item C. on Consent Agenda

Mayor Gibbons informed everyone that Mayor Pro-Tem Crissy Thomas, Councilmember Ike Perkins and he currently serve on the Board of Directors for Caldwell County Yokefellow, Inc. Mayor Gibbons asked Councilmember Todd Perdue to preside over Council action for Item C. Amendment, Sub-Recipient Agreement for Caldwell County Yokefellow, Inc. as submitted.

First Motion

Upon a motion by Councilmember Stevens, Council voted 5 to 0 to remove Item C. Amendment, Sub Recipient Agreement, Yokefellow, Inc. from the Consent Agenda and to recuse Mayor Pro-Tem Crissy Thomas, Councilman Ike Perkins and Mayor Gibbons on this item due to their serving on Caldwell County Yokefellow, Inc. Board of Directors.

Councilmember Todd Perdue then read Item C. Amendment, Sub-Recipient Agreement on the Consent Agenda (as listed below) and asked Council for any comments and/or a motion to approve.

- C. Amendment, Sub Recipient Agreement, Yokefellow, Inc.: Approval of an amendment as requested by the Western Piedmont Council of Governments (WPCOG) to amend the Sub Recipient Agreement between the City of Lenoir and Caldwell County Yokefellow, Inc. This addendum will re-allocate \$50,764.11 from the first agreement signed on August 28, 2020 to the second agreement signed on October 21, 2020. Re-allocating this funding will allow Caldwell County Yokefellow, Inc. to meet the demands and to use the additional funding to pay for activities described in the second agreement.

A copy of the addendum for the Sub Recipient Agreement between Yokefellow, Inc. and the City of Lenoir is hereby incorporated into these minutes by reference. (Refer to pages 135-136.)

Second Motion

Upon a motion by Councilmember Prestwood, Council voted 5 to 0 to approve Item. C. Amendment, Sub Recipient Agreement, Caldwell County Yokefellow, Inc. as requested by the Western Piedmont Council of Governments, (WPCOG), and as described above.

Third Motion

Upon a motion by Councilmember Beal, Council voted 7 to 0 to approve Items A, B, D, E, F, G and H as listed on the Consent Agenda and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

WATER METER ISSUE; 811-D

SEVERT CIRCLE: A. Mr. Scott and Laura Bush Sedlacek, 811-D Severt Circle, Lenoir, NC, addressed City Council regarding an issue with the water meter at their residence. Mrs. Sedlacek stated they live at the end of Severt Circle and their property borders Charlesmont Court. Mr. and Mrs. Sedlacek explained to Council their meter reads they have used 250,000 gallons of water. She stated they contacted the City of Lenoir and Kevin Pritchard, Superintendent, Water Treatment Plant, and other City personnel came out and checked the meter, but they were not able to locate any leaks on their property.

Mr. and Mrs. Sedlacek stated they do not want to be late with their water payment and they are trying to do their part. Mrs. Sedlacek reported they contacted a specialist in Kernersville who will be visiting their property to assess the situation. They also shared they have discussed this issue with Councilmember Beal and are also working with Public Utilities Director Radford Thomas to resolve the matter.

On behalf of City Council, Mayor Gibbons thanked them for coming and stated City Council would take this information under consideration.

V. REPORTS OF BOARDS AND COMMISSIONS

**FY2022 ACTION PLAN & UNIFOUR
CONSORTIUM HOME PROGRAM:**

1. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the second of two public hearing to receive public comments regarding the FY2022 Action Plan of the City of Lenoir and the Unifour Consortium HOME program as part of the five-year Consolidated Plan as submitted. 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 Consortium HOME program and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2022, beginning July 1, 2022 and ending June 30, 2023. The City of Lenoir serves as the lead entity for the Unifour Consortium.

Mr. Oxford stated the City of Lenoir is an entitlement City and the programs are funded each year by DHUD. He explained the Consortium was formed in 1999 and is comprised of the counties of Alexander, Burke, Caldwell and Catawba. The City of Lenoir distributes funding requests for the Consortium.

Mr. Oxford commended Nadine Hood, Finance Department, for doing an excellent job processing the WPCOG's requests for check payments to clients and developers in a timely manner. He also commended Finance Director Donna Bean along with other City Staff.

Mr. Oxford reported that DHUD has not yet released funding amounts for FY2022-23 and reviewed last year's funding information with City Council. Mr. Oxford shared the City of Lenoir received \$164,126 in CDBG funds and \$1,154,095 in HOME funds in FY2021-22. He explained part of this funding was used for improvements at the J.E. Broyhill Park, Greenway, former Lenoir High School Campus, gym, auditorium and Mack Cook Stadium.

Mr. Oxford also reviewed funding for the HOME program, which assists first time homebuyers with down payment assistance. Currently, there are 31 first time home buyers in the four county region. He stated they also estimate receiving \$300,000 from DHUD for this program. Since its inception in 1995, this program has been funded every year and assisted 3,000+ families. Mr. Oxford further shared the down payment assistance has increased from \$5,000 to up to \$30,000 per house, which equals to 20% of the purchase price. These funds can also be used to purchase existing homes, closing costs, etc. He explained that homebuyers have to meet DHUD's guidelines for individuals with low to moderate income. Mr. Oxford also stated, should a homebuyer sell their property within a ten-year time frame, they are required to repay the down payment assistance funding which then goes back into program income to be used by DHUD.

In addition, Mr. Oxford also explained developers may apply for a low interest loan for multi-family housing projects. The developers design the project, finalize their funding and submit a letter of commitment for the project. If the project is funded, the developers may receive tax credits. Mr. Oxford reported he currently has some letters of commitment in the amount of \$307,000.

Mr. Oxford shared the multi-family projects create 95% of rentals for senior citizens and individuals that qualify for the income guidelines. The City of Lenoir previously had two multi-family housing projects that received funding which are Meridian and Kattz Corner apartments. Also, Mr. Oxford explained that Chodo funding assists non-

profit organizations such as Habitat for Humanity and is used for administrative program funding.

Mr. Oxford also clarified that administrative funding is used for salaries, advertising, etc. City Manager Hildebran clarified for Council this funding is used to pay employee salaries. In addition, Mr. Oxford stated he will submit the two plans to DHUD as soon as he receives the funding amounts.

here being no further participation, Mayor Gibbons closed the public hearing and thanked Mr. Oxford for the good report.

FY2022 ACTION PLAN AND UNIFOUR CONSORTIUM HOME PROGRAM PLAN:

- B. FY2022 Action Plan and FY2022 Unifour Consortium HOME Plan: Approval of the FY2022 Action Plan for the City of Lenoir Consolidated Plan and approval of the FY2022 Unifour Consortium HOME Program Plan as submitted by Rick Oxford, Plan Administrator.

A copy of both plans are on file in the City Clerk's office.

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve the FY2022 Action Plan and the FY2022 Unifour Consortium HOME Program as presented by Rick Oxford, Plan Administrator, WPCOG.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

MAY CALENDAR:

1. By consensus of City Council, the calendar for the month of May was approved listing committee meetings and events.

NATIONAL DAY OF PRAYER:

2. The National Day of Prayer will be observed with a service held on the square on Thursday, May 5 beginning at noon.

CRUISE-IN:

3. A Cruise-In event will be held on Saturday, May 7 from 3:00 p.m. – 9:00 p.m. in downtown Lenoir.

CITY/COUNTY SERVICES COMMITTEE

4. The City/County Services Committee will meet on Monday, May 9 at noon.

EDC:

5. The Caldwell County Economic Development Commission (EDC) will meet on Tuesday, May 10 at 8:00 a.m.

LENOIR BUSINESS

- ADVISORY BOARD:** 6. The Lenoir Business Advisory Board (LBAB) will meet in person on Thursday, May 12 at 6:00 p.m. at City Hall, Third Floor.

LENOIR BICYCLE FESTIVAL:

7. The Lenoir Bicycle Festival will be held on Saturday, May 14 from 10:00 a.m. – 3:00 p.m. in downtown Lenoir.

**BUDGET WORK
SESSIONS:**

8. City Council will conduct a Budget Work Session on Thursday, May 19 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers. If necessary, additional budget work sessions are scheduled on Tuesday, May 24 at 8:30 a.m. at the Committee of the Whole meeting and on Thursday, May 26 at 6:00 p.m. All budget work sessions will be held at City Hall.

**CANCELLED; FOOTHILLS
REGIONAL AIRPORT AUTHORITY:**

9. The Foothills Regional Airport Authority meeting for May has been cancelled.

A. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD RE-APPOINTMENTS:

- A. Mayor Gibbons informed City Council that three Board re-appointments were inadvertently over looked and their terms have expired. Mayor Gibbons recommended the following individuals for re-appointment to the City's Authorities/Boards/Commissions.

<u>Foothills Regional Airport Authority</u>	<u>Term Expires</u>
Joe Gibbons, Chair	June 30, 2024
<u>Lenoir Housing Authority</u>	June 30, 2023
Linda Ferguson (Resident Member)	
<u>Parks & Recreation Advisory Board</u>	June 30, 2023
Scott Barnett	

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to re-appoint the above list of individuals to the City's Authorities/Boards/Commissions as described above and as recommended by Mayor Gibbons.

**ANNOUNCEMENTS; BOARD
RE-APPOINTMENTS:**

- B. Mayor Gibbons announced the following list of proposed re-appointments to the City's Authorities/Boards/Commissions. These re-appointments will be presented to City Council for their consideration of approval at the May 17 City Council meeting.

<u>ABC Board</u>	(3-year term)
Jerry Brooks	
<u>Lenoir Tourism Development Authority (LTDA)</u>	(4-year term)
Dana Clark	
Glenda Wilson	
<u>Lenoir Business Advisory Board (LBAB)</u>	(3-year term)
Margaret Forney	
Darin McKinney	
Gonzalo Vasquez	

John Moore
Sean Williams

Parks & Recreation Advisory Board (2-year term)
Schonna Banner
Darrell Lipford

Lenoir Housing Authority (5-year term)
Debbie Smith – Resident Member

Planning Board (3-year term)
Tim Scobie

Mayor Gibbons informed Council that City Staff was currently working on getting the terms for all future board appointments/re-appointments on a uniform basis with an expiration date of June 30 for the calendar year their terms expire.

X. ADJOURNMENT

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

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

PROCLAMATION



In Recognition of
Peace Officers' Memorial Week
May 11 – 17, 2022

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the Lenoir Police Department unceasingly provide a vital public service;

NOW THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 11 – May 17, 2022, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2022, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 3rd day of May, 2022.

SEAL

A handwritten signature in blue ink, appearing to read "Joseph L. Gibbons".
Joseph L. Gibbons, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Shirley M. Cannon".
Shirley M. Cannon, City Clerk



PROCLAMATION

Motorcycle Safety & Awareness Month

May 2022



***WHEREAS**, the growth in popularity of motorcycle riding and touring, combined with the many scenic destinations in our state and the year-long riding season, have led to North Carolina having one of the largest populations of motorcycle enthusiasts in the nation; and*

***WHEREAS**, more and more residents of the City of Lenoir are taking up this mode of transportation to commute to and from their places of employment; and*

***WHEREAS**, many motorcyclists undergo specialized training by attending professionally taught motorcycle operator training courses with emphasis on skills, traffic laws, and proper safety equipment; and*

***WHEREAS**, it is the responsibility of all motorists to be aware of motorcyclists and extend to them the same courtesy as any other vehicles on our roadways.*

***NOW, THEREFORE, BE IT RESOLVED**, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.*

***WITNESS**, my hand and seal this the 3rd day of May, 2022.*

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



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

IN HONOR OF

INTERNATIONAL FIREFIGHTERS' DAY

WHEREAS, International Firefighters' Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work and to show support and appreciation for those who presently serve; and

WHEREAS, regardless of the language a firefighter speaks, or the country in which he or she works and resides, all firefighters fight against the same enemy - fire; and

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

WHEREAS, the demands of firefighting are accompanied by both personal and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, THEREFORE, be it resolved that by the virtue of the authority vested in me as Mayor of City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim Wednesday, May 4th, 2022, as "**International Firefighters' Day**" throughout the City of Lenoir and encourage all citizens to show support and appreciation to our City, County, and State firefighters who protect our lives and property so diligently throughout the year and by remembering past firefighters who dedicated their lives to preserve our safety.

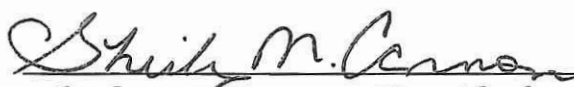
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 3rd day of May, 2022.

SEAL



Joseph L. Gibbons, Mayor

ATTEST:



Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

PROCLAMATION
IN CELEBRATION OF
DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society - low mortality rates, economic growth and diversity, productivity, and public safety are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of the City of Lenoir is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim the week of May 1 – 7, 2022, as *"Celebrate Drinking Water Week"* throughout the City of Lenoir.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 3rd day of May, 2022.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
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D. F. STEVENS
C. D. THOMAS

**PROCLAMATION
IN HONOR OF
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, Public Works Professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Lenoir and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Lenoir to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council, do hereby designate the week of May 15 – 21, 2022, as "**National Public Works Week**" and urge all citizen to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to our Public works professionals, engineers and administrators and to recognize the substantial contributions they have made to our national health and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 3rd day of May, 2022.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
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D. F. STEVENS
C. D. THOMAS

RESOLUTION TO ADOPT THE
LENOIR GREENWAY EXTENSION – PARK CONNECTION PROJECT

WHEREAS, the City is committed to providing its citizens with a safe community in which to live, work, and play that includes the improvement of multi-modal transportation connectivity and enhanced future efforts to provide for greater mobility choice; and

WHEREAS, the City adopted its existing Pedestrian Plan in 2013 and Bicycle Plan in 2018 that includes project priority for improved accommodations for bicycle & pedestrian transportation corridors throughout the City using greenways to enhance connectivity in Lenoir; and

WHEREAS, the City has been successful in creating more than 9 miles of path and trails for outdoor activities in the existing greenway system that increase quality of life, raise the value of properties near the corridor, and attract recreational tourism and business; and

WHEREAS, the City's existing greenway system still requires additional connectivity to broaden its user base by connecting more parks, neighborhoods, employers, and businesses; and

WHEREAS, the City understands the importance of planning for projects incorporating more bicycle & pedestrian transportation connectivity for the positive benefits of improved public health, economic development, social interaction, and enhanced environmental quality; and

WHEREAS, On March 23, 2022, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program - Direct Appointment Funding (STBG-DA). A total of approximately \$3,335,000 is available to award among four transportation modal buckets: bicycle and pedestrian, intersections, roadway, and transit; and

WHEREAS, STBG-DA is comprised of a collection of discretionary programs including 50% of funding allocated to bicycle & pedestrian and 15% to intersection projects consistent with the Lenoir Greenway Extension – Park Connection Project, including: greenway construction, intersection improvement, and safe pedestrian crossings which each require a minimum 20% local cash match;

NOW, THEREFORE BE IT RESOLVED that the Lenoir City Council hereby authorizes the City Planning Department to submit up to 3 applications to the GHMPO for STDG-DA Funds for Lenoir Greenway Extension – Park Connection Project Segments 1-5 in the amount of \$2,167,750 and will commit up to \$433,550 as a cash match for the selected Lenoir Greenway Extension – Park Connection Project Segments by this Resolution.

Adopted this 3rd day of May 2022.

SEAL

ATTEST:


Shirley M. Cannon, City Clerk


Joseph L. Gibbons, Mayor



ADDENDUM TO SUB-RECIPIENT AGREEMENT
BETWEEN THE CITY OF LENOIR AND
CALDWELL COUNTY YOKEFELLOW, INC.
09/03/2021

The City of Lenoir signed entered into two contracts with Caldwell County Yokefellow, Inc., which provided funding totaling of \$174,453 in CDBG-CV funds. The funds were provide to Caldwell County Yokefellow, Inc., for the purpose of providing public service related to Covid19, specifically to **prevent, prepare for and respond to the coronavirus.**

The first agreement was entered into on 08/28/2020 which provided funding of \$86,056 to assist eligible qualified low & moderate income households by paying for Water, Sewer and Solid Waste utility bills for up to six (6) month per household for City of Lenoir eligible residents.

A second agreement was entered into on 10/21/2020 which provided funding of \$88,397 to assist eligible qualified low & moderate income households by paying Rent Payments and Mortgage payments for a maximum for up to six (6) consecutive months per household for City of Lenoir eligible residents. Additionally Funding could be used by Caldwell County Yokefellow, Inc., to purchase food for the homeless, purchase needed equipment and operating expense.

Up to 10% of the total funding for both agreements could be charged by Caldwell County Yokefellow, Inc. as service delivery cost for all bills paid with CDBG-CV funds.

Expenditure of all CDBG-CV funds were for the purpose of providing public services related to Covid19, specifically to **prevent, prepare for and respond to the coronavirus.**

This Addendum is moving \$50,764.11 from the first agreement signed on 08/28/2020 to the second agreement signed on 10/21/2020. The demand for funds to pay Water, Sewer and Solid Waste utility bills left \$50,764.11 unused for activities described in Contract #1. Moving this money allows Caldwell County Yokefellow, Inc., to use the remaining unused funds to pay for activities described in the second agreement which had need of additional funds

Total funding to Caldwell County Yokefellow, Inc., did not change and remained at \$174,453.

IN WITNESS WHEREOF, the parties, by and through their Authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

Accepted:

CALDWELL COUNTY YOKEFELLOW, INC.

By: 

Title: Executive Director

Date: 9-3-21

THE CITY OF LENOIR

By: Justin Hurd

Title: City Manager

Date: 5/3/2022

ATTEST:

Jennifer Pritchard

This instrument has been pre-audited in the manner required by "Local Government and Fiscal Control Act"

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

By: Donna Bean

Title: Finance Director

Date: 5-3-22

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for the project to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project to enhance the City of Lenoir's Downtown and expand the City's greenway network.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the SCIF Grant project to enhance the City of Lenoir's Downtown and expand the City's greenway network.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the project to authorize activities for the SCIF Grant project in the amount of \$1,500,000.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Budget Ordinance for the City of Lenoir

State Capital Infrastructure Fund Grant

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 the State Capital Infrastructure Fund (SCIF) Grant project to include the expenditure of funds to enhance the City of Lenoir's Downtown and expand the City's greenway network. The downtown funding will be used for a Farmer's Market Pavilion, to install lighting at Mack Cook Stadium, and to repair and paint the exterior of City Hall and the Clock tower as well as replace the windows. The Greenway funding will facility the City having a connected network of greenway trails and multiuse path. The funding was provided through a State Capital and Infrastructure Fund (SCIF) Grant appropriated by the North Carolina General Assembly.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Downtown Improvements	\$750,000.00
Greenway Expansion	\$750,000.00
Total	<u>\$1,500,000.00</u>

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

State Capital Infrastructure Fund Grant	\$1,500,000.00
Total	<u>\$1,500,000.00</u>

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 17th day of May, 2022

Mayor

Clerk

COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of a Professional Services Contract with Freese and Nichols – Facilities Condition Assessment

II. **Background Information:** City staff has recognized the need to perform a Facilities Condition Assessment and is seeking professional assistance for the assessment of City facilities as well as the development of a facilities condition assessment “tool” for the management of the assets included in the study. Thirty-two (32) facilities have initially been identified for assessment. A Freese and Nichols, Inc. (FNI) team of architects and engineers will visit each facility to document its current systems physical condition. FNI will work with the City administration at each facility and analyze the recommendations for physical improvements over ten years. FNI will document existing conditions, prioritize improvements, and prepare an Excel spreadsheet to track conditions and rough order of magnitude cost estimates for the recommended improvements at each facility. Water treatment and wastewater facilities are not included in the evaluation as proposed but will be added to the project at a later time.

The proposed timeline for the completion of the assessment is six months and it is intended to have the work completed in January of 2023 in an effort to have the information available for preparation of the 2023-2024 fiscal year budget. The fee for the proposed services is \$140,000.00.

III. **Staff Recommendation:** Staff recommends entering into a professional services agreement with Freese and Nichols for the completion of a Facilities Condition Assessment as proposed for a service fee in the amount of \$140,000.00.

IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____



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May 3, 2022

Mr. Radford Thomas
Director of Public Utilities
City of Lenoir
801 West Avenue NW
Lenoir, NC 28645

Re: Proposal for the City of Lenoir Facilities Conditions Assessment

Dear Mr. Thomas:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to the City of Lenoir (CLIENT) for the facilities condition assessment.

PROJECT UNDERSTANDING

It is our understanding of the scope of work under this proposal is to perform a facility condition assessment for the City of Lenoir to assess future projects and associated costs.

SCOPE OF SERVICES

FNI will render the following professional services in connection with the development of the Project "City of Lenoir Facilities Needs Assessment". Refer to Attachment SC for detailed Scope of Services.

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the attached schedule. Schedule is based upon timely reviews by the City of Lenoir.

COMPENSATION

FNI proposes to provide services as described herein for the lump sum fee of One Hundred Forty Thousand Dollars and No Cents (\$140,000.00).

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,
FREESE AND NICHOLS, INC.

A handwritten signature in black ink, appearing to read 'Vimal Nair'.

Vimal Nair
Principal/Vice President

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**PROJECT UNDERSTANDING**

The City of Lenoir desires a Condition Assessment of City Facilities. Freese and Nichols (FNI) has identified thirty-two (32) facilities to be studied (see the attachment "City of Lenoir - Facility Asset Management List"). A Freese and Nichols, Inc. (FNI) team of architects and engineers will visit each facility to document its current systems physical condition. FNI will work with the City administration at each facility and analyze the recommendations for physical improvements over ten years. FNI will document existing conditions, prioritize improvements, and prepare an Excel spreadsheet to track conditions and rough order of magnitude cost estimates for the recommended improvements at each facility. As directed by the CLIENT, water treatment and wastewater facilities are not to be included in the evaluation.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Phase I- Project Management

- 1.1 Project administration: FNI will provide overall project administration, including contracting, monthly One Page Reports, and monthly invoicing.
- 1.2 Project meetings: FNI will participate in up to five (5) virtual project meetings with the City and the meetings specifically identified herein. The meetings shall be virtual conference calls, not in person in the City.
- 1.3 QC/QA: FNI will conduct internal Quality Control/Quality Assurance of documents before each submittal.

Phase II – Criteria, Ranking, and Template Development.

- 2.1 Prior to the project Kickoff, CLIENT will provide FNI with relevant project data including, but not limited to, floor and site plans of existing facilities; City maps, existing master plans, previous studies, O&M data, roof warranties, all digitally transmitted to FNI for review. Documents to be presorted by the facility. FNI will perform a cursory review of the information prior to the Kick-off.
- 2.2 Project Kickoff meeting: FNI will conduct a comprehensive kickoff meeting virtually to introduce FNI team and City personnel. Preliminary schedule will be reviewed for developing the assessment criteria and establishing the site visit dates to the various facilities.
- 2.3 FNI will develop an Excel template, scoring each major system, for each facility, and submit to Owner for review. FNI will revise per City's comments. This will include one virtual call with the CLIENT to discuss.
- 2.4 Following the review FNI will incorporate CLIENT's comments into the template and will submit a final version for approval. This will include one virtual call with CLIENT to discuss.

Phase III – Discovery and Spreadsheet Development.

- 3.1 Once the Excel template and assessment criteria have been determined, and approved by the CLIENT, FNI will prepopulate the template with CLIENT's provided information.
- 3.2 Base floor plans: FNI will utilize the floor plans of the facilities provided by the City to develop diagrammatic floor plans for each facility for use in the facilities' assessments. FNI will utilize existing PDF plans when possible and has allocated up to 80 hours of effort to recreate floor plans as needed. The floor plans will indicate room layouts and current room names. Furnishings and equipment will be excluded.

- 3.3 Facility Assessments: Over four (4) days FNI will perform site visits and condition assessments of each of the thirty-two facilities. The assessments will be visual in nature and will include the facilities' architectural, mechanical, and plumbing systems. The conditions of the building interiors and envelope including the roof will be addressed. Exterior improvements such as parking areas and walkways are included. Landscaping is excluded. Conditions will be documented utilizing the Excel template spreadsheet and photography. Electrical, security, information technology systems are excluded from the scope. Assessments of the City's utility infrastructure such as water, sanitary, storm, gas, and electric systems serving the facilities are excluded. Energy analysis, current and future electrical demand verification/projection are excluded. Verification of compliance with current building codes and ordinances is excluded. Compliance of the facilities with Americans with Disabilities Act is excluded.
- 3.4 Data Entry/Assessment and Analysis: Following the Facilities Assessments further data entry will be performed, adding floor plans, photos, existing warranties, mechanical and plumbing equipment, and cost information (links) into the Excel spreadsheet. Opening a link in the Excel spreadsheet will bring you to a file or folder with the relevant information. A preliminary condition analysis and ranking will be performed taken from the site observations.
- 3.5 Spreadsheet review meeting: An in-person interim review meeting will be held at the City following data entry. Following the in-person meeting, FNI and the City will perform a second site visit on an add-needed basis to address the City's primary concerns. One (1) day has been allocated for 3.5 (morning meeting with site visits in the afternoon).
- 3.6 Data Entry/Assessment and Analysis: Following the spreadsheet review meeting and site visits above (3.5), FNI will input and adjust spreadsheet as needed to finalize.
- 3.7 Final virtual presentation: FNI will conduct a final presentation of the finish product and will provide instruction on developing reports and recommended ongoing spreadsheet maintenance to be performed by CLIENT.

Deliverables

All submittals for reviews will be electronic and in Microsoft Excel.

Submittals will include:

Draft Excel Template

Final Excel Template

Draft Populated Excel Spreadsheet

Final Populated Excel Spreadsheet

Exclusions and Assumptions

1. Architectural renderings or models of facilities are excluded.
2. Producing existing facilities' floor or site plans is limited up to 80 hours of effort. It is assumed that the City will provide floor and site plans for most of the facilities for FNI's use.
3. Providing assessments of additional facilities that are not included as part of the thirty-two (32) facilities listed below will be considered an additional service. The list of facilities included is attached.
4. Extensive field verification of existing conditions is excluded.
5. Master planning and programming services are excluded.
6. The City will have staff available at each facility to provide access to all spaces and respond to questions.
7. Utility infrastructure, Structural, Data, IT, Civil, Electrical, Control Systems and Landscaping, assessments are excluded.
8. Code and ADA reviews are excluded.
9. Hazardous materials testing and environmental services are excluded.
10. Camera test to determine existing condition of sanitary sewer lines is excluded.
11. Design and construction documentation are excluded.
12. Making revisions to previously approved documents will be considered an additional service.
13. Assessment of City utilities (power, water, sewer, gas, and data) to support facilities is excluded.
14. Public meetings are excluded.
15. The cost estimates will be classified as Class 5 Estimate by the AACE. The estimate will be geared towards a Concept Study or Feasibility Design. The methodology that will be used to determine the prices will be based on unit costs and square foot factoring.
16. A set contingency of at least 40% will be present for all items within cost estimate. Costs will be based on current conditions and may increase over time. Current conditions make escalation difficult to predict. CLIENT will need to update future costing information periodically to maintain accuracy.
17. Day to day maintenance costs are excluded as well as systems depreciation.
18. Cost of local permitting is not included.
19. Utility relocation and upgrades needed that are outside the reports written will not be covered by the estimate.
20. Pricing will be based on current data from RS Means for the specified location. No vendors will be contacted for specific quotes on materials.
21. The cost inflation and increases within the ten-year period is an assumption based on current market data and the current escalation factors. There is no guarantee that the current model will be precise ten (10) years from now.
22. Programming, planning, and condition assessments for treatment plants and water tower are excluded.
23. Analysis of future departmental and city population growth is excluded.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

1. Utilizing Microsoft Access in-lieu of Excel is an additional service. This proposal is based on using an Excel spreadsheet which differs from FNI's past Water infrastructure project.
2. Assessing additional buildings beyond the thirty-two (32) listed is an additional service.
3. Detailed OPCC construction cost project estimates are an additional service.
4. Additional in-person meetings, above the two (2) noted above.
5. Detailed assessment of equipment is an additional service. Assessments will be visual in nature.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as per the attached schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CLIENT or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: CLIENT shall perform the following in a timely manner so as not to delay the services of FNI:

- A. CLIENT recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the CLIENT or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the CLIENT budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define CLIENT's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. CLIENT shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. CLIENT shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by CLIENT.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Give prompt written notice to FNI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement, or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and CLIENT designate the following representatives:

Client's Designated Representative –

Client's Accounting Representative –

FNI's Designated Representative – Charles Archer
1017 Main Campus Drive, Suite 1200
Raleigh, NC 27606
919-582-5861
CHARLES.ARCHER@freese.com

FNI's Accounting Representative –

Sharon James

801 Cherry Street, Suite 2800

Fort Worth, TX 76102

817-735-7298

sdj@freese.com

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of a Water System Purchase 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 desire to purchase the drinking water distribution system and the associated assets for the continuation and performance of delivering safe drinking water to the current Joyceton customers. The purchase price agreed upon is \$80,000.00.

Attached for your consideration is a proposed agreement with Joyceton Waterworks, Inc. that establishes the terms of the sale of the drinking water system and transfer of Joyceton assets to the City of Lenoir. City Attorney Rohr has been working closely with the owners of Joyceton to develop the agreement. Both have agreed in principle to terms established in the agreement pending final approval by the Lenoir City Council. Because Joyceton Waterworks, Inc. is a private utility and is regulated by the NC Utilities Commission, final approval of the sale to the City by Joyceton must be granted by NC Utilities Commission. The necessary paperwork has been filed with the NCUC for their review and consideration for approval.

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 includes 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 current water sales contract.

- II. Staff Recommendation:** Staff recommends City Council approval of the proposed water System Purchase Agreement with Joyceton Waterworks, Inc. subject to conveyance of all necessary easements for access to the assets being transferred to the City of Lenoir by Joyceton Waterworks, Inc. and subject to review and approval of the sale by the NC Utilities Commission.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

ASSET SALE AND PURCHASE AGREEMENT

THIS **ASSET SALE AND PURCHASE AGREEMENT** (the "Agreement") is entered into on the date of the last to sign below, and is by and between:

JOYCETON WATER WORKS, INC., a North Carolina corporation ("Seller")

And

CITY OF LENOIR, a North Carolina Municipal Corporation ("Buyer").

RECITALS

WHEREAS, Seller is the owner of the following water utility system generally known as: Joyceton Water Works, PWSID#: NC01-14-114, in Caldwell County, N.C. and in the city limits of Lenoir, N.C., which is described in Exhibit "A" (hereafter referred to as the "Utility System"); and

WHEREAS, Buyer operates the water utility services for many of the citizens in the City of Lenoir, and certain non-citizens, individuals, businesses and real estate developments outside the City limits; and

WHEREAS, Seller desires to sell and transfer the Utility Systems to the Buyer and Buyer desires to acquire the Utility Systems from the Seller; and

WHEREAS, Radford L. Thomas, Director of Public Utilities of the City of Lenoir sent an offer to purchase, in the form of a Letter of Intent, dated December 7, 2021 to James B. Hogan and Joyceton Water Works, Inc., who subsequently indicated acceptance of the offer, subject to this Agreement; and

WHEREAS, over a period of many years previously, Buyer and the late operator of Seller, Walter James Hogan, had been in conversation regarding, and shared much information about, the potential purchase of Joyceton Water Works, Inc.'s assets; and

WHEREAS, Seller will submit to the North Carolina Utilities Commission ("NCUC") an "Application for Transfer of Public Utility Franchise and for Approval of Rates", and the NCUC review and approval of the transfer of the Utility Systems to the Buyer is pending.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: ACQUISITION OF THE UTILITY SYSTEMS

1.1 Purchase and sale of the Utility Systems. Upon the terms and conditions of this Agreement and subject to NCUC approval and the transfer of the Utility System to the Buyer, Seller hereby agrees to sell, assign (to the extent legally assignable), transfer, convey, and deliver to Buyer, and Buyer hereby agrees to purchase, acquire, and accept from Seller, free and clear of all Liens, all of Seller's right, title and interest in and the following assets as they exist on the Closing Dates (collectively, the "Utility Systems Assets"):

- a. **Machinery and Equipment:** The machinery, equipment, tooling and other tangible personal property owned by Seller related exclusively to the Utility Systems and located at properties described in Exhibit "A".

- b. **Inventory:** The supplies and spare parts inventories ("Inventory") relating exclusively to and located at the Utility Systems.
- c. **Contracts:** Each of the agreements, leases, contracts and other commitments set forth in Exhibit "B" (the "Assumed Utility Systems Contracts").
- d. **Real Property:** The real property owned by Seller and identified on Exhibit "A", including all structures and improvements and all appurtenances relating thereto (the "Purchased Real Property").
- e. **Documents:** Construction contracts, drawings, maps, and all other documents evidencing the condition and location of the utility system and the utility system assets, pending applications for water service, contracts or agreements to provide water service currently in effect; repair and maintenance records and any warranty information on any portion of the utility system; revenue reports; and any plans, specifications, and surveys on any planned water facilities. Prior to the utility system closing date ("USCD"), Seller will make all aforementioned documents available for the Buyer's, or its representative's, inspection.

ARTICLE II: UTILITY SYSTEMS CLOSING

- 2.1 **Utility Systems Closing.** The closing of the purchase and sale of the Utility Systems shall take place at a mutually agreed date, time and place after approval of the sale by the NCUC. The date on which the Utility Systems Closing occurs is hereinafter referred to as the "Utility Systems Closing Date."
- 2.2 **Utility Systems Purchase Price.** As purchase price for the Utility Systems Assets (the "Utility Systems Purchase Price"), at the Utility Systems Closing, Buyer shall pay to Seller an amount equal to Eighty Thousand Dollars (\$80,000.00), all by bank wire transfer of immediately available funds to the account designated by Seller or other agreed upon method(s) of payment.
 - a. **Rate Increases.** Prior to negotiations which culminated in this Agreement, the operator of Joyceton Water Works, Inc., Walter James Hogan, passed away on October 30, 2021. It was his policy and personal preference to supply water to JWW customers at low rates, and he only reluctantly requested rate increases from the NCUC to cover increased costs. Therefore, as part of the consideration for this Agreement, and in his memory, **Buyer agrees to refrain from increasing the water rates for the former Joyceton Water Works, Inc.'s customers regarding their JWW accounts, whose accounts are being sold to Buyer, for a period of one year from the Closing Date of this Agreement.** (NOTE: This agreement to refrain from rate increases for one year is a material term of this agreement, without which the Seller would not have agreed to the transaction contemplated herein.) After this period, Buyer may charge whatever rate it chooses, at its sole discretion.
- 2.3 **Deliveries by Seller.** At the Utility Systems Closing, Seller shall deliver or cause to be delivered to Buyer a bill of sale, in form and substance reasonably satisfactory to Buyer and Seller, sufficient to transfer and assign to Buyer all of Seller's right, title and interest in and to the Utility Systems Assets (the "Utility Systems Bill of Sale") consistent with the terms hereof, duly executed by Seller.

- 2.4 **Deliveries by Buyer.** At the Utility Systems Closing, Buyer shall deliver or cause to be delivered to Seller the full sum of Eighty Thousand Dollars (\$80,000.00), the Utility Systems Purchase Price, due at Closing, by wire transfer of immediately available funds in U.S. dollars to the account designated by Seller or other agreed upon method(s) of payment.
- 2.5 Prior to the utility system closing date, all requests for new service installations to the utility system will continue to be made directly to Seller, and all decisions will be made by Seller in its sole discretion after the utility system closing date, all requests for new service are to be made to Buyer.

ARTICLE III: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

- 3.1 **Warranty.** Seller makes NO WARRANTY about the assets or whether they are in good working order. The devisees of the Estate of Walter James Hogan were not involved in the day to day operation of Joyceton Water Works, Inc. at any time, and do not have knowledge or information about the condition of the assets. The parties acknowledge that the water system assets are in excess of sixty years old. Seller will turn over to Buyer all maps and information regarding the Joyceton Water Works, Inc.'s distribution system. Seller makes no warranty about the accuracy of said maps and information.
- 3.2 **Organization and Qualification.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina.
- 3.3 **Due Execution.** All corporate acts required to be taken by Seller to authorize the execution and delivery of this Agreement and transactions contemplated hereby have been duly and properly taken. This Agreement has been and other documents and instruments to be delivered by Seller at the Utility Systems Closing will be, duly and validly executed and delivered by Seller and, assuming this Agreement and such other documents and instruments, will constitute valid and legally binding obligations of Buyer, will constitute the valid and legally binding obligations of Seller enforceable against it in accordance with their respective terms.
- 3.4 **Non-contravention.** With regard to the Utility Systems, except to the extent that it will not result in a Material Adverse Effect, the execution, delivery and performance by Seller of this Agreement and instruments contemplated hereby and the consummation by Seller of the transactions contemplated hereby do not (i) require the consent, approval or authorization of any third party or any public authority (other than the NCUC and NCDENR), (ii) violate any Law applicable to Seller, or (iii) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default under, the certificate of incorporation or bylaws of Seller, or any material contract to which Seller is bound.
- 3.5 **Litigation.** Seller has no knowledge of any suit, action, claim, arbitration or other proceeding (administrative or otherwise) pending or threatened in writing against Seller relating to the Utility Systems Assets.
- 3.6 **Compliance with Laws.** To Seller's knowledge, Seller has complied in all material respects with all Laws applicable to the Utility Systems and Utility System Assets.
- 3.7 **Brokers.** Seller has not used any broker or finder in connection with the transactions contemplated hereby, and Buyer has not and shall have no liability or otherwise suffer or incur any loss as a result of or in connection with any brokerage or finder's fee or other commission of any Person retained by

Seller in connection with any of the transactions contemplated by this Agreement or related agreements.

- 3.8 Seller will maintain the utility system and the utility system assets in the same condition as existed on the date of its execution of this contract, reasonable wear & tear excepted, through the utility systems closing date.
- 3.9 No customer or user of the utility system will be entitled to any refund or credit arising from a deposit or advance payment made prior to the utility system closing date. To the extent Seller discovers before or after the utility system closing date that a customer is entitled to a refund or credit, Seller is obligated to refund or credit it directly to the customer. Buyer will not be obligated to pay any such refund or credit to any customer.
- 3.10 **Title.** Seller has, and at the utility system closing date will have and will transfer to Buyer, good and valid title to the utility system assets free and clear of all encumbrances.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

- 4.1 **Organization and Qualification.** Buyer is a North Carolina Municipal Corporation. Buyer has the requisite power to purchase, own and operate the Utility Systems.
- 4.2 **Due Execution.** All acts required to be taken by Buyer to authorize the execution and delivery of this Agreement and transactions contemplated hereby have been duly and properly taken. This Agreement has been, and the other documents and instruments to be delivered by Buyer at Closing will be, duly and validly executed and delivered by Buyer and will constitute the valid and legally binding obligations of Seller and Buyer enforceable against it in accordance with their respective terms.
- 4.3 **Non-contravention.** The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby do not (i) require the consent, approval or authorization of any third party or any public authority (other than the NCUC and NCDENR), (ii) violate any Law applicable to Buyer, or (iii) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default under the certificate of incorporation or bylaws of Buyer, or any material contract to which Buyer is bound.
- 4.4 **Fire Pump system and Water Tanks.** Buyer is not purchasing the Fire Pump system and the Water Tanks. Seller intends to sell the Fire Pump system to some of the users of the system. Buyer does not object to said sale. The parties agree to work together to arrange either to separate the Fire Pump system from the Assets purchased by Buyer OR to make arrangements to keep the Fire Pump system online and as is. As to the Water Tanks, Buyer understands, and does not object to the fact, that Seller intends to remove the two tanks that currently have no water in them, and perhaps even the third one. The cell tower affixed to one of the water tanks is not being conveyed to Buyer and will remain with the Seller.

ARTICLE V: GENERAL PROVISIONS

- 5.1 **Notices.** All notices, requests, demands and other communications hereunder shall be in writing, addressed as follows:

If to Seller: Joyceton Water Works, Inc.
Attn: James B. Hogan
Starnes Aycock Law Firm
118 N. Sterling St.
Morganton, N.C. 28655

If to Buyer: Radford Thomas
Director of Public Utilities
City of Lenoir
Post Office Box 958
Lenoir, N.C. 28645

or to such other address as Buyer or Seller may designate by written notice to the other parties hereto. Any such notices, requests, demands or other communications shall be deemed to have been duly given when received if delivered personally or, if mailed, on the date five (5) days after the date so deposited in the mails, postage prepaid, return receipt requested or on the day following the day sent if sent by prepaid overnight delivery service. Notices, requests, demands and other communications hereunder may be delivered by facsimile transmission and deemed given when sent if confirmation by sender of receipt is made within two (2) business days thereafter.

5.2 Expenses. Except as expressly provided herein, all of the expenses incurred by Seller in connection with the preparation, execution and consummation of this Agreement and with the transactions contemplated herein shall be paid by Seller, and all of Buyer's expenses in such connection shall be paid by Buyer.

5.3 Risk of Loss. Any risk of loss or damage to the Utility Systems Assets shall be borne by Seller until the Utility Systems Closing, at which time risk of loss and damage shall pass to Buyer.

5.4 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES, OR INJURIES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5.5 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of North Carolina.

5.6 Entire Agreement. This Agreement and other documents contemplated hereby to be delivered by the parties cover the entire understanding of the parties hereto, superseding all prior and contemporaneous agreements or understandings relating to any of the subject matters hereof, and no modification or amendment of the terms and conditions shall be effective unless in writing and signed by the parties or their respective duly authorized agents. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein or therein.

5.7 Successors and Assigns. This Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

5.8 Headings. This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

5.9 Counterparts. This Agreement may be executed in counterparts, both of which together shall be deemed to constitute one and the same instrument.

5.10 **Severability.** If any term or other provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain valid, enforceable and in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5.11 **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies on any Person other than the parties hereto and their respective successors and permitted assigns.

5.12 **Construction.**

- a. This Agreement is deemed to include all of the schedules and exhibits hereto, which are made a part hereof by this reference thereto. All references in this Agreement to "Sections," "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.
- b. For purposes of this Agreement, whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include masculine and feminine genders.
- c. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
- d. As used in this Agreement, the terms "hereof," "hereunder," "herein" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

5.13 **No Waiver.** Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or any other right or privilege.

5.14 **Survival of Representations and Warranties.** All representations and warranties contained herein relating to the Utility Systems Business shall terminate as of the Utility Systems Closing Date.

5.15 **Public Statements.** To the extent allowed by Law, the Parties will not issue or make any press releases or similar public announcements concerning this Agreement or the transactions contemplated hereby without the consent of the other Party hereto, which consent shall not be unreasonably withheld. If either Party is unable to obtain the approval of its press release or similar public statement from the other Party and such press release or similar public statement is, in the opinion of legal counsel to such Party, required by applicable Law in order to discharge such Party's disclosure obligations, then such Party may make or issue the legally required press release or similar public statement and promptly furnish the other Party with a copy thereof. Each Party will also obtain the other Party's prior approval, which approval shall not be

unreasonably withheld, of any press release to be issued immediately following the execution of this Agreement or the Closing announcing the execution of this Agreement or the consummation of the transactions contemplated hereby.

5.16 Confidentiality.

- a. Each Party agrees that it shall not use any confidential information of any other Party or any of their respective Affiliates for any purpose other than in connection with the consummation of the transactions contemplated by this Agreement. Each Party further agrees that it shall not divulge any such Confidential Information to any Person (i) except to its employees, agents, representatives, lenders, financial and other advisors and representatives to the extent required in connection with the transactions contemplated by this Agreement, (ii) except as required to comply with applicable Laws (and then only that portion of the Confidential Information that is legally required to be disclosed), and (iii) except as otherwise agreed to by the Parties in writing. Each Party shall inform its employees, agents, lenders, financial and other advisors and representatives of the confidential nature of such information and the obligation to keep such information confidential, and shall take such other action as shall be reasonable required to cause such information to be kept confidential.
- b. For purposes of this Agreement, "Confidential Information" shall mean any confidential or proprietary information including any information relating to any Party or its Affiliates' properties or operations, which has been disclosed by such Party to another Party in connection with the transactions contemplated hereby; but it shall not be deemed to include any information such that:
 - i. the receiving Party shall have had knowledge of such information prior to the date on which such Party received it from the other Party, and such information was free from any limitation on disclosure;
 - ii. such information shall have entered the public domain through no fault of the receiving Party;
 - iii. such information shall have been independently developed by the receiving Party; or
 - iv. it is required by law to be disclosed.
- c. Buyer acknowledges that it is not purchasing all of the Seller's assets, and that Seller wishes to sell the other assets of Seller as well. Communicating such confidential information to potential purchasers shall not be a violation of this section.

THIS SECTION INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have caused this Purchase and Sale Agreement to be signed by their respective duly authorized officers as of the date first above written.

BUYER:

CITY OF LENOIR

By: _____

Name: _____

Title: _____

SELLER:

JOYCETON WATER WORKS, INC.

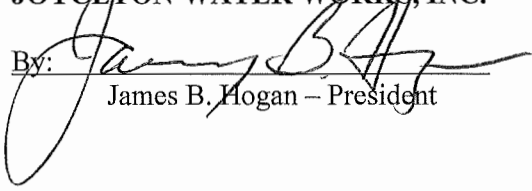
By:  _____
James B. Hogan – President

EXHIBIT A
Description of Utility System

Name: Joyceton Water Works, Inc.

Location: The Joyceton area of Lenoir, Caldwell County, North Carolina

Type: Residential & Industrial Water Utility

Real Property: No real property is to be conveyed.
Easements or rights of way to all assets acquired, especially to the distribution system, will be conveyed by deed.

Utility System Permits to be assigned: Joyceton Water Works, Inc., PWSID #: NC01-14-114

Personal Property to be assigned:

Pipes, valves, related apparatus, and any other personal property, which is used or owned by the Seller and which is used for the purpose of operation, maintenance, administration and/or management of the drinking water distribution system, which includes (but may not be specifically limited to) the drinking water (potable) distribution lines, meters, and related equipment and any valves and hydrants in the drinking water system, as reflected on the blue lines on the attached map.

PROPERTY NOT INCLUDED: The three water tanks, and equipment and piping related to the tanks, the fire pump system or equipment and piping related to the fire pump system, and the reservoirs are not included. The cell tower equipment affixed to one of the water tanks is not included.

Joyceton Water Works

Lenoir Mirror Co.
P O Box 1650
Lenoir, NC 28645

Quality Hardwoods
P O Box 1025
North Wilkesboro, NC 28659

Nutex Concepts
P O Box 3359
Lenoir, NC 28645

Carolina Air Systems
P O Box 1106
Lenoir, NC 28645

Lewis Rupard
P O Box 422
Collettsville, NC 28611

Continental Structural Plastic
601 Hibriten Dr SW
Lenoir, NC 28645

Reese A Key
3268 Deerbrook Rd
Lenoir, NC 28645

Bio Nutra
2464 Norwood St.
Lenoir, NC 28645

Jennifer Binkley
2301 Norwood St SW
Lenoir, NC 28645

Joyceton Baptist Church
219 Joyceton Church St. SW
Lenoir, NC 28645

Joshua Lunsford
228 B Joyceton Church St
Lenoir, NC 28645

Marshall Ruppard
211 Joyceton Church St SW
Lenoir, NC 28645

Ralph Powell
253 Drum Circle SW
Lenoir, NC 28645

Peggy Hall-Walsh
247 Drum Circle SW
Lenoir, NC 28645

Danny Powell
2111 5th Ave NW
Hickory, NC 28601

Debbie Johnson
229 Drum Circle SW
Lenoir, NC 28645

Michael S Main
234 Drum Circle SW
Lenoir, NC 28645

Iglesia Pentecostal El Taberna
2455 Norwood St.
Lenoir, NC 28645

Samuel Cooper
2501 Norwood St SW
Lenoir, NC 28645

Benfield Automotive
2471 Norwood St SW
Lenoir, NC 28645

Rebecca Ferguson
287 McCrary Pl SW
Lenoir, NC 28645

Ray Hunt
5441 Fenwick Place
Granite Falls, NC 28630

Shirley Woody
255 Drum Circle SW
Lenoir, NC 28645

Christen Glenn
278 McCrary Place SW
Lenoir, NC 28645

Derrick Copeland
263 McCrary Place SW
Lenoir, NC 28645

Ronald Clyde Stallings
264 McCrary Place SW
Lenoir, NC 28645

Jarrett Welker
255 McCrary Place SW
Lenoir, NC 28645

Shea Annas
251 McCrary Place SW
Lenoir, NC 28645

Patricia Hartley
256 MCCrary Place SW
Lenoir, NC 28645

Wanda Clawson
253 McCrary Place SW
Lenoir, NC 28645

STCN Properties LLC
2637 Blackburn Ct.
Granite Falls, NC 28630

Debra Wright
245 McCrary Place SW
Lenoir, NC 28645

Frances P Wilcox
243 McCrary Place SW
Lenoir, NC 28645

Jana Mathis
241 McCrary Place SW
Lenoir, NC 28645

Mike Shew
233 McCrary Place SW
Lenoir, NC 28645

Jimmie Saylor
234 McCrary Place SW
Lenoir, NC 28645

Michael Correll
P O Box 822
Hudson, NC 28638

Brenda Clark
123 Hall Ave
Hudson, NC 28638

JIMCO
3920 Willard Hall Place
Lenoir, NC 28645

J & M Automotive Inc.
4554 Horseshoe Bend Rd
Hudson, NC 28638

Hari Express
2538 Norwood Street
Lenoir, NC 28645

Caldwell Restaurant Equipment
2702 Norwood Street
Lenoir, NC 28645

La-Z-Boy MS #5
P O Box 182556
Columbus, OH 43218

Lakeview Baptist Church
325 Shasta Lane SW
Lenoir, NC 28645

James Greer
337 Shasta Lane SW
Lenoir, NC 28645

Louise McCrary
P O Box 73
Hudson, NC 28638

Luke Robson
345 Shasta Lane
Lenoir, NC 28645

Peggy Clarke
350 Shasta Lane SW
Lenoir, NC 28645

Paul Quickel
P O Box 573
Hudson, NC 28638

Traci Crane
370 Shasta Lane SW
Lenoir, NC 28645

Benjamin Bot
301 Kristen Lane Apt 1
Hudson, NC 28638

Carol Gragg
403 Shasta Lane SW
Lenoir, NC 28645

Charles Triplett
P O Box 754
Hudson, NC 28638

Dorothy Phillips
407 Shasta Lane SW
Lenoir, NC 28645

Terry Pritchard
409 Shasta Lane SW
Lenoir, NC 28645

Jared Duke & Kira Pruitt
2621 Friendswood Street
Lenoir, NC 28645

Allen Lutz
1827 Norwood St SW
Lenoir, NC 28645

Tia Alvis
2617 Friendswood St SW
Lenoir, NC 28645

Sandra Hildebran
2615 Friendswood St SW
Lenoir, NC 28645

Louise Cheek
2613 Friendswood St SW
Lenoir, NC 28645

Shawn Larkin
2611 Friendswood St SW
Lenoir, NC 28645

Tim Ferguson
2609 Friendswood St SW
Lenoir, NC 28645

Alex Audrey
2605 Friendswood St SW
Lenoir, NC 28645

Jim & Angela Goforth
2603 Friendswood St SW
Lenoir, NC 28645

Phil Case
3019 Clarks Chapel Rd
Lenoir, NC 28645

Gina Setzer
417 Swanson Drive
Lenoir, NC 28645

Angelo Bentley
434 Swanson Dr
Lenoir, NC 28645

Brandon L McDonald
408 Swanson Dr
Lenoir, NC 28645

Brenda Isenhour
407 Swanson Dr
Lenoir, NC 28645

Ella Hamby
406 Swanson Dr
Lenoir, NC 28645

Beatrice Dean
403 Swanson Dr
Lenoir, NC 28645

Travis & Hayley Rawls
305 Bishop Lane
Taylorsville, NC 28681

William Dean
402 Swanson Dr SW
Lenoir, NC 28645

Michael Minton
2608 Hogan St
Lenoir, NC 28645

June Stevens
2609 Hogan St
Lenoir, NC 28645

Katland Ervin
2607 Hogan St
Lenoir, NC 28645

Charlotte McCoy
2610 Hogan St
Lenoir, NC 28645

Randall Fleming
2612 Hogan St
Lenoir, NC 28645

Dorothy Chappell
4020 Musket Hill Rd
Sharon, SC 29742-6703

Air System Mfg
P O Box 1736
Lenoir, NC 28645

Reubin Prestwood
2624 Hogan St
Lenoir, NC 28645

Sandra Brunswick
2626 Hogan St
Lenoir, NC 28645

Ivory Felts
2628 Hogan St
Lenoir, NC 28645

Indiana Discua
374 Shasta Lane
Lenoir, NC 28645

Chad Moses
341 Swanson Dr
Lenoir, NC 28645

Terry Taylor
342 Swanson Dr
Lenoir, NC 28645

Bobby J Philyaw
340 Swanson Dr
Lenoir, NC 28645

Daniel Palma
333 Swanson Dr
Lenoir, NC 28645

Monte Wall
334 Swanson Dr.
Lenoir, NC 28645

Carie A Ward
331 Swanson Rd
Lenoir, NC 28645

Virginia E Reed
332 Swanson Dr
Lenoir, NC 28645

Darren Brown
329 Swanson Dr
Lenoir, NC 28645

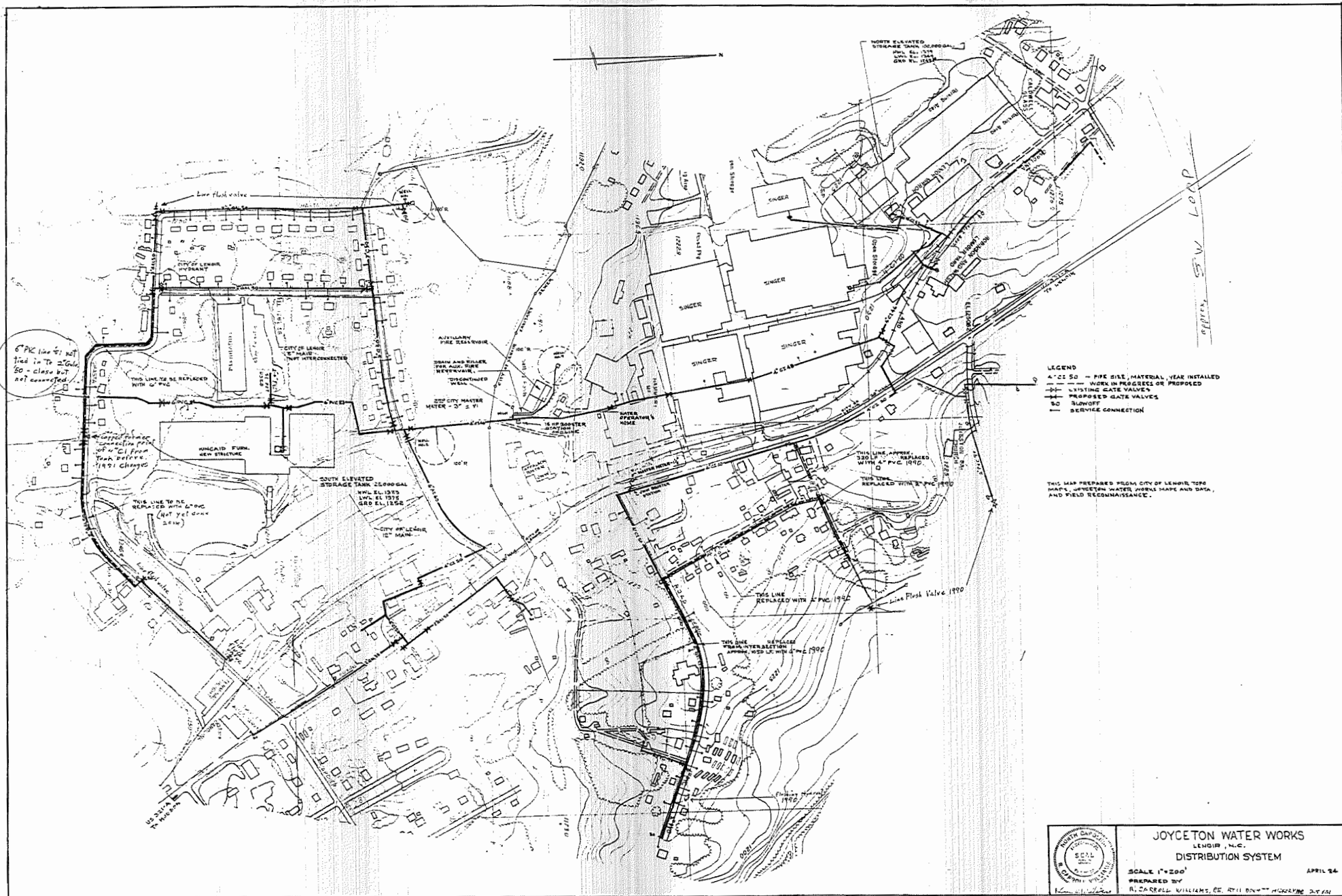
Jerelee Whittington
327 Swanson Dr
Lenoir, NC 28645

John Branch
328 Swanson Dr
Lenoir, NC 28645

Sherry Richey
325 Swanson Dr
Lenoir, NC 28645

Shirley Kirby
326 Swanson Dr
Lenoir, NC 28645

The Clothes Line
3953 Sherwood Heights Rd
Morganton, NC 28655



CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** Order of Abatement directing staff to demolish the dilapidated structures at 1301 Jolly Place.
- II. **Background Information:** The properties at 1301 and 1319 Jolly Place have had chronic nuisance and housing violations for many years, and while there are two separate owners, historically the properties have been occupied as a single site (see map and photographs, attached).

The dwelling located at 1301 Jolly Place and owned by Thomas Hodge is the subject of this abatement order. It is only accessible through 1319 Jolly Place, which Council declared to be a public nuisance in December of 2021. By adopting this ordinance, we will have both properties under abatement orders, and can conduct a full, complete clean-up.

- III. **Staff Recommendation:** Recommend 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 THOMAS G. HODGE AND LOCATED AT 1301 JOLLY PLACE 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 dwelling located at 1301 Jolly Place (NC PIN 2840989837) was damaged beyond repair in a structure fire and has been found by the City to be dilapidated and Unfit for Human Habitation, and

WHEREAS, dilapidated accessory structures and an accumulation of junk and debris also exist on the subject property, where at least one individual is using the structures for long-term housing, 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 March 17, 2022, and ordered that it be removed/demolished, and

WHEREAS, the owner of this dwelling, **Thomas Hodge**, 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 each dilapidated structure with the following words:

" By order of the Lenoir City Council, this building has been declared unfit for human habitation. The use or occupation of this building for human habitation is prohibited and unlawful. Occupation of a building so posted shall constitute a Class 1 misdemeanor. "

Section 2. City staff is hereby authorized and directed to remove or demolish the dwelling, structures, and junk/debris 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 17th day of May 2022.

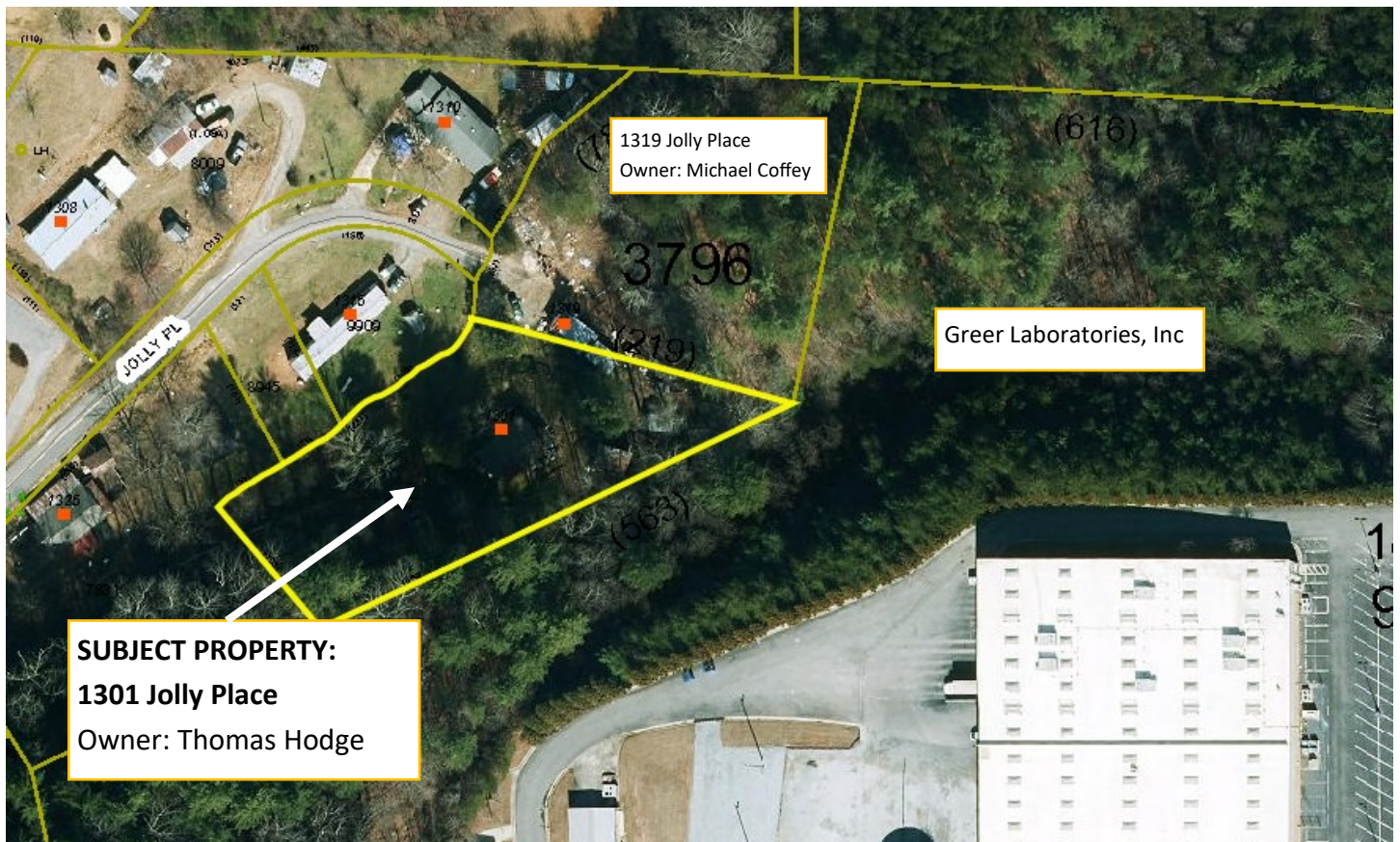
**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**



1301 Jolly Place
Owner: Thomas Hodge



3/3/2022

1301 Jolly Place
Owner: Thomas Hodge



3/3/2022

Dilapidated accessory structures being used for human habitation.

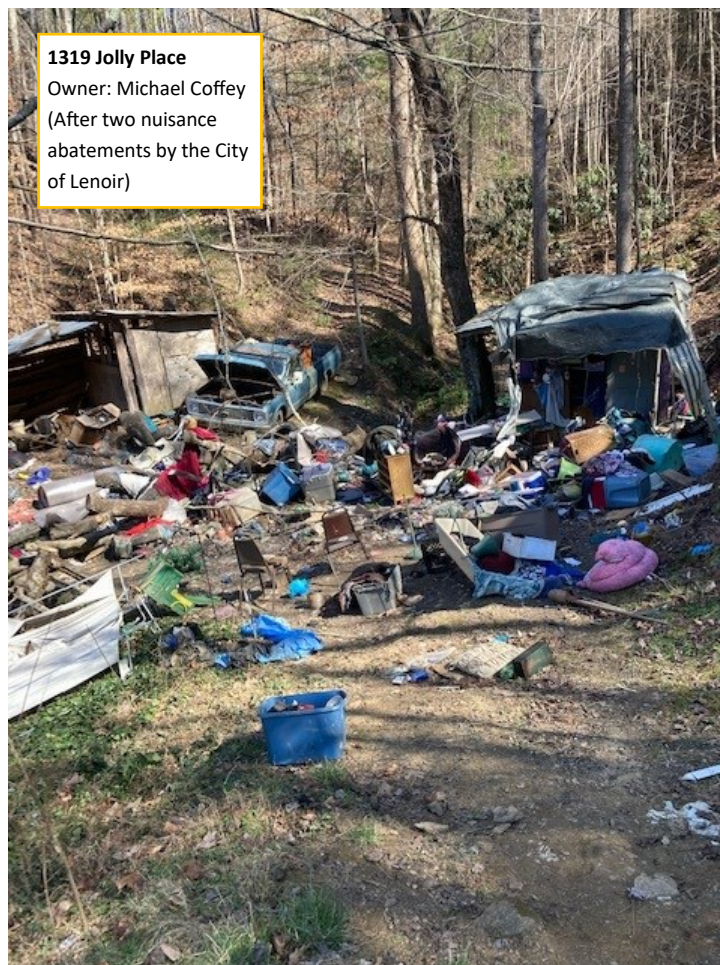


1301 Jolly Place
Owner: Thomas Hodge



1319 Jolly Place
Owner: Michael Coffey

Foreground:
1301 Jolly Place
Owner: Thomas Hodge



1319 Jolly Place
Owner: Michael Coffey
(After two nuisance
abatement by the City
of Lenoir)

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
K. GREER
T.H. PERDUE
J.I. PERKINS
R. PRESTWOOD
D.F. STEVENS
C.D. THOMAS

March 4, 2022

HODGE THOMAS G
2310 TWIN POPULAR LANE
LENOIR NC

Certified Mail: 7019 1640 0001 3421 8438

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Thomas Hodge**, the owner(s) of property located at **1301 Jolly Place NE** (PIN: 2840989837) 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.
Sec. 10-56. - Fitness for dwellings and dwelling units.
Sec. 10-59. - Structural condition
Sec. 10-60. - Safe and sanitary maintenance.
Sec. 10-61. - Plumbing systems.
Sec. 10-62. - Heating system.
Sec. 10-63. - Electrical system.

The property listed above has been reported to the City of Lenoir for violating the City's minimum housing standards (Chapter 10 of the City of Lenoir's Code of Ordinances). A structure fire has irreparably damaged the home that was on this property, and two out buildings that are currently being used as a residence by a tenant. An inspection of the property is required.

As the legal owner, you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations – please contact the Planner



on Call (828-610-8442) or email Lauren Hartley at lhartley@ci.lenior.nc.us to schedule the hearing.

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. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

Stage of the investigation

Initial Investigation ●

Final Determination ○

Failure to comply will result in actions including, but not limited to, civil penalties, posting of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will be added as a lien on the property. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

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

MINIMUM HOUSING STANDARDS

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.
- (b) *Abandoned structures.* The existence of abandoned structures is also found to be determinantal to public health and safety, due to the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities. The provisions and procedures for the repair, closing, or demolition of such structures shall be the same as those prescribed herein for the repair, closing, or demolition of dwellings found to be unfit for human habitation.
- (c) In order to protect the health, safety and welfare of the residents of the city this chapter hereby establishes and provides for administration of minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, and for the repair, closing, or demolition of abandoned structures and occupied dwellings that are found to be unfit for human habitation

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.
- (b) The violation of any provision of this article shall constitute a misdemeanor, as provided by G.S. 14-4.

Sec. 10-56. - Fitness for dwellings and dwelling units.

The public officer may determine that a dwelling is unfit for human habitation if the officer finds that conditions exist in the dwelling that render it dangerous or injurious to the health, safety, or welfare of the occupants of the dwelling, the occupants of neighboring dwellings, or other residents of the jurisdiction.

- (a) Every dwelling and unit used as a human habitation, or held out for use as a human habitation, shall comply with all of the minimum standards of this article and all of the requirements of chapter 4 of this Code.

- (b) No person shall occupy as owner-occupant, or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards of this article and all of the requirements of chapter 4 of this Code.

Sec. 10-59. - Structural condition.

- (a) Walls or partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, and shall not be rotted, deteriorated, or damaged, and shall not have holes or cracks which might admit rodents.
- (b) Floors and roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
- (c) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
- (d) Steps, stairs, landings, porches, or other parts or appurtenances shall be maintained in such condition that they will not fail or collapse.
- (e) Adequate facilities for egress in case of fire or panic shall be provided.
- (f) Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable materials, which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in such a manner so as to enable the occupants to maintain reasonable privacy between various spaces.
- (g) The roof, flashings, exterior walls, basement walls, floors, and all doors and windows exposed to the weather shall be constructed and maintained so as to be weathertight and watertight.
- (h) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or location as to constitute a fire hazard.
- (i) There shall be no use of the ground for floors, or wood floors on the ground.

Sec. 10-60. - Safe and sanitary maintenance.

- (a) Exterior foundation, walls, and roofs. Every foundation wall, exterior wall, and exterior roof shall be substantially weathertight and rodentproof; shall be kept in sound condition and good repair; shall be capable of affording privacy; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
- (b) Interior floor, walls, and ceilings. Every floor, interior wall, and ceiling shall be substantially rodentproof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- (c) Windows and doors. Every window, exterior door, basement or cellar door, and hatchway shall be substantially weathertight, watertight, and rodentproof; and shall be kept in sound working condition and good repair.
- (d) Stairs, porches, and appurtenances. Every inside and outside stair, porch, and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair.
- (e) Bathroom floors. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- (f) Supplied facilities. Every supplied facility, piece of equipment, or utility which is required under this article shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition.
- (g) Drainage. Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.
- (h) Noxious weeds. Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health.
- (i) Egress. Every dwelling unit shall be provided with adequate means of egress as required by the city's building code.

Sec. 10-61. - Plumbing systems.

- (a) Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewage disposal system.
- (b) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and adequate supply of both cold water and hot water. All water shall be supplied through an approved pipe distribution system connected to a potable water supply.
- (c) All plumbing fixtures shall meet the standards of the city's plumbing code and shall be maintained in a state of good repair and in good working order.

(d)All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

Sec. 10-62. - Heating system.

Every dwelling and dwelling unit shall have facilities for providing heat in accordance with either subsection (1) or (2) of this section.

(1)Central and electric heating systems. Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling unit to which it is connected with a minimum temperature of 70 degrees Fahrenheit measured at a point three feet above the floor during ordinary winter conditions.

(2)Other heating facilities. Where a central or electric heating system is not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms with a minimum temperature of 70 degrees Fahrenheit measured three feet above the floor during ordinary winter conditions.

Sec. 10-63. - Electrical system.

(a)Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles, connected in such manner as determined by the city's electric code. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one supplied ceiling, or wall-type electric light fixture. If wall or ceiling light fixtures are not provided in any habitable room, then each such habitable room shall contain at least three floor or wall-type electric convenience receptacles.

(b)Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times when natural daylight is not sufficient.(c)All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the city's electrical code.

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
K. GREER
T.H. PERDUE
J.I. PERKINS
R. PRESTWOOD
D.F. STEVENS
C.D. THOMAS

April 1, 2022

HODGE THOMAS G
2310 TWIN POPULAR LANE
LENOIR NC

Certified Mail: 7019 1640 0001 3421 8469

ORDER TO ABATE MINIMUM HOUSING VIOLATION

To: **Thomas Hodge**, the owner(s) of property located at **1301 Jolly Place NE** (PIN: 2840989837) 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.
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- Sec. 10-61. - Plumbing systems.
- Sec. 10-62. - Heating system.
- Sec. 10-63. - Electrical system.

This is the final determination for the property listed above. An on-site hearing was held on the subject property on March 17, 2022, and the property was found to be in violation of the City of Lenoir Minimum Housing standards. The structure has been damaged beyond repair and has been determined to be dilapidated. It is unsecure, creating a safety hazard. In order to abate the minimum housing violations, the dwelling and all accessory buildings 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** from receipt of this notice.



Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. The cost of removal and demolition by the City 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.

Stage of the investigation

Initial Investigation ○

Final Determination ●

If you have questions about this order, or need additional guidance on how to abate the violations listed herein, please contact the Planner on Call (828-610-8442) or email Lauren Hartley at lhartley@ci.lenior.nc.us to schedule a meeting with a representative from the Planning Department.

Sincerely,



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

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.

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:

HODGE THOMAS G
2310 TWIN POPULAR LANE
LENOIR NC



9590 9402 4382 8190 2373 19

2. Article Number (Transfer from service label)

7019 1640 0001 3421 8438

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- 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 | |
| ☐ Insured Mail Restricted Delivery (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:

THOMAS HODGE
2310 TWIN POPULAR LANE
LENOIR NC 28645



9590 9402 4382 8190 2373 26

2. Article Number (Transfer from service label)

7019 1640 0001 3421 8469

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- 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 | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt