

**LENOIR CITY COUNCIL
TUESDAY, MAY 17, 2022
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Kent Greer, Ike Perkins, Ralph Prestwood, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney T.J. Rohr.

STAFF PRESENT: Police Chief Brent Phelps, Finance Director Donna Bean, Planning Director Jenny Wheelock, Public Utilities Director Radford Thomas, and Communications Director Joshua Harris.

ZOOM: Mayor Pro-Tem Chrissy Thomas, Councilmember Todd Perdue, Fire Chief Ken Hair, Recreation Director Kenny Story, Economic Development Director Kaylynn Horn and Interim Public Works Director, Ed Evans.

Charles Archer, Freese and Nichols, and Cady Davis, *News-Topic*, were also in attendance at 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.

**CONGRATULATIONS; FINANCE
DIRECTOR DONNA BEAN:**

B. On behalf of City Council, Mayor Gibbons congratulated Finance Director Donna Bean upon her receiving her certification as a Local Government Finance Officer by the North Carolina Finance Officers Association. Director Bean achieved the certification after completing more than 150 hours of instruction from the UNC School of Government and passing exams related to the courses of study.

Director Bean stated she appreciated the recognition and thanked City Council for the opportunity to attend the UNC School of Government and for all of their support.

Mayor Gibbons thanked Director Bean for all she does daily in taking care of the City's finances.

**CONGRATULATIONS; JOSHUA HARRIS &
MATTHEW ANTHONY:**

C. On behalf of City Council, Mayor Gibbons congratulated Joshua Harris, Director of Communications and Matthew Anthony, Downtown Event Coordinator, for organizing the City of Lenoir's first annual Bike Fest. The event was a success and well attended.

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. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to page 144.)
- C. Professional Services Contract; Freeze and Nichols, Inc: Staff recommends entering into a Professional Services Contract with Freese and Nichols, Inc. for the completion of a Facilities Condition Assessment as proposed for a service fee in the amount of \$140,000.00. (A copy of the contract is hereby incorporated into these minutes by reference. Refer to pages 145-151.)

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the above items as listed on the Consent Agenda and as presented and recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

BUDGET WORK SESSION:

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 will be held at City Hall.

PLANNING BOARD:

2. The Planning Board will meet on Monday, May 23 at 5:30 p.m. in the City/County Chambers.

CANCELLED; FOOTHILLS REGIONAL AIRPORT AUTHORITY:

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

HOLIDAY CLOSING:

4. City offices will be closed on Monday, May 30 in observance of Memorial Day.

MEMORIAL DAY SERVICE:

5. American Legion Post 29 will host a Memorial Day Service on Monday, May 30 beginning at 10:00 a.m. at the Veterans Plaza in downtown Lenoir.

CRUISE-IN:

6. A Cruise-In event is scheduled for Saturday, June 4 from 3:00 p.m. to 9:00 p.m. in downtown Lenoir.

B. Items for Council Action

**WATER SYSTEM PURCHASE AGREEMENT;
JOYCETON WATERWORKS, INC.**

1. 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.

A copy of the agreement is hereby incorporated into these minutes by reference. (Refer to pages 152-166).

Public Utilities Director Radford Thomas presented the following background information:

- a) The 120+ customers of the Joyceton water system are citizens of Lenoir.
- b) 80% or better of the Joyceton water customers are on City of Lenoir sewer. Ownership of Joyceton will assist in the more accurate billing of the sewer services provided to those customers.
- c) In April of 2014, the City began the process of evaluating the condition of the Joyceton water distribution system and hired Martin-McGill to perform a financial valuation of the system. The analysis determined the value at that time to be \$84,808.00. Estimated current value is approximately \$90,000.00.
- d) The City was approached by Mr. Hogan in the fall of 2019 about purchasing the Joyceton system and entering into an agreement. However, COVID and other factors delayed the negotiations.
- e) The renewed water sales agreement and maintenance service agreement with Joyceton Waterworks were put in place as a means to transition ownership of the Joyceton system to the City of Lenoir.

Following a brief discussion and upon a motion by Councilmember Prestwood, Council voted 7 to 0 to approve the 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.

**ORDER OF ABATEMENT;
1301 JOLLY PLACE:**

2. Staff recommends City Council adopt an Ordinance and Order of Abatement directing Staff to demolish the dilapidated structures at 1301 Jolly Place, NCPIN#2840989837 in accordance with Section 10-33(B) of Chapter 10 of the Lenoir Code of Ordinances.

A copy of the recorded Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 167-168.)

Upon a motion by Councilmember Perkins, City Council voted 7 to 0 to adopt the Ordinance and Order of Abatement for property located at 1301 Jolly Place as described above and as recommended by City Staff. The Code of Ordinances, Section 10-33(B) will be amended to reflect this change.

FY2022-23 PROPOSED**BUDGET:**

3. City Manager Scott Hildebran presented the recommended FY2022-2023 Annual Budget for the City of Lenoir to City Council and requested that Council call for a public hearing to be held on Tuesday, June 7, 2022 to consider approval of adoption of the recommended budget. Mr. Hildebran reminded Council the budget is based on City Council's priorities that were established at the annual Budget Retreat.

A copy of the recommended budget is on file in the City Clerk's office and available for review on the City's website at www.cityoflenoir.com/budget-proposal.

The recommended budget is comprised of General Fund, \$20,320,130, Special District Fund, \$288,220, Tourism Development Fund, \$90,000 and Water & Wastewater Fund, \$10,232,980 for a total budget of \$30,931,330.

The current property tax rate of 0.20¢ per \$100 of assessed district property value remains unchanged. The property tax rate of 0.57¢ per \$100 remains unchanged and the Rescue

Readiness Tax remains at 0.85¢ per \$100 for a total tax rate of 57.85¢ per \$100. The budget includes a \$1.00 monthly increase in the Solid Waste Fee, bringing the total fee to \$11.00 per month. All other general fund fees remain unchanged.

Mr. Hildebran informed Council the budget does not include any borrowing or Fund Balance allocations. He also mentioned the City may schedule community meetings again when it was considered safe to do so.

The proposed Water/Sewer Fund budget totals \$10,320,980 and includes a 5% increase in water and sewer rates effective July 1, 2022. An average monthly water and sewer customer utilizing 5,000 gallons will see an increase of \$2.49 per month. All other Water/Sewer Fund charges/fees are unchanged. Mr. Hildebran stated the City has traditionally used the annual Consumer Price Index (CPI- South Region) for All Urban Consumers over the past 12-month period as a benchmark in determining the City's utility rates. The CPI was 8.4% as of February 2022.

In addition, Mr. Hildebran stated that Water and Sewer tap fees have been adjusted to a rate of cost plus \$250.00 to account for the actual cost of meters/taps and to cover the rising cost of labor/materials.

Next, Mr. Hildebran reviewed General Fund revenues as follows: Property Taxes \$9,154,000, Sales Tax, \$5,279,770 and Utilities Franchise Tax \$2,400,000, Solid Waste Fees, \$900,000 and Other Revenue \$2,585,960.

In addition, the City received \$1,500,000 in North Carolina State Capitol Infrastructure Funds. This funding is not included in the budget and will be expended under a separate capital project ordinance for greenway and downtown improvements.

Mr. Hildebran reviewed expenses for the Water & Wastewater Plants as follows: Water Distribution, \$2,685,933, Rhodhiss Water Treatment Plant, \$2,455,857, Lower Creek Wastewater Plant, \$2,034,111, Wastewater Collection, \$1,174,651, Gunpowder Wastewater Treatment Plant, \$855,844, Administration/Engineering, \$409,949 and Wastewater Pretreatment, \$190,040.

As information, Mr. Hildebran said the City's group health insurance premiums will increase by 3%, while maintaining the current level of benefits. The cost of the City's property and liability insurance will increase by 10%, while the workers' compensation insurance coverages will decrease by 7%.

Mr. Hildebran shared the budget allocates \$400,000 to continue implementation of the City's Pavement Study and noted the budget includes \$100,000 for strategic paving for various Council priorities. He also pointed out State Powell Bill funding is expected to remain stable in the coming year.

Mr. Hildebran reviewed highlights of the recommended budget which includes the following:

- a) funding for new holiday decorations
- b) allocates funds from the CDBG Capital Project Fund to continue improvement to the Campus (former LHS facility)
- c) increases funding for code enforcement by 66% to \$100,000 (excluding personnel costs)
- d) funds three (3) hybrid law enforcement patrol vehicles
- e) funds city-wide building and facilities condition assessments
- f) funds computer and information technology upgrades throughout the organization to enhance and improve security
- g) completes the Advance Metering Infrastructure Project
- h) continues to outsource management and oversight of our Federal Phase II Stormwater Program to the Western Piedmont Council of Governments Stormwater Partnership

Mr. Hildebran also reported the recommended budget funds all debt obligations.

General Fund Capital Items - \$1,017,000

- a light duty truck for Vehicle Services
- fuel system upgrade
- service truck for Building Maintenance
- single-axle dump truck for Streets
- Cemetery Master Plan
- a zero-turn mower
- repairs for the creek bank at Fire Station II
- repairs to the back apron at Fire Station I
- IT upgrades for all three Fire Stations
- Police Department parking lot repaving
- 2 detective cars – used
- 4 patrol cars
- Aquatic Center HVAC replacement
- Mulberry Recreation Center improvements (including roof replacement, playground improvements and adding pickle ball courts)

Water & Sewer Fund Capital Items - \$1,237,000

- mini excavator
- utility line locator
- boring machine
- major pressure reducing valve vaults
- divisional valve replacement
- manhole improvements
- three phase power upgrade
- lift station upgrades
- lawnmower

- recycle pump installation
- dump truck
- floor cleaning machine
- building and grounds improvements
- an ATV
- *America Water Infrastructure Act Compliance*
- 2 vehicle replacements

In conclusion, Mr. Hildebran stated that core services are continued with revenue projections estimated in a realistic, conservative manner. The projections include consideration for continued uncertainties of the future economic environment. Mr. Hildebran further reiterated that City and private sector employers are experiencing workforce challenges in recruitment and retention of employees. City Council and Management continue to recognize that our employees are vital to the delivery of quality municipal services and represent our most valuable asset.

Mr. Hildebran thanked Donna Bean, Finance Director, Department Directors, Team Lenoir, and City Council for all of their hard work and support in compiling the budget. He emphasized the

City's primary goal, each and every day, via our employee-led customer service initiative, remains to provide "Service Beyond Measure."

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

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to schedule a public hearing on Tuesday, June 7 at 6:00 p.m. to consider adoption of the recommended FY2022-2023 Annual Budget as presented and as recommended by City Manager Hildebran.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD RE-APPOINTMENTS:

A. 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, 2022 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) *mandated by state

Debbie Smith – Resident Member

Planning Board

(3-year term)

Tim Scobie

Upon a motion by Councilmember Prestwood, City Council voted 7 to 0 to approve the above list of individuals to serve on the City's Authorities/Boards/Commissions as described above and as recommended by Mayor Gibbons.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

CLOSED SESSION:

- A. Pursuant to N.C.G.S. §143-318.11(a), (6), and upon a motion by Mayor Pro-Tem Crissy Thomas, Council voted 7 to 0 to enter into closed session to discuss attorney/client privilege and personnel.

OPEN SESSION:

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

X. ADJOURNMENT

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

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

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



Innovative approaches
Practical results
Outstanding service

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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', is written over a light blue horizontal line.

Vimal Nair
Principal/Vice President

ATTACHMENT SC

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

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.

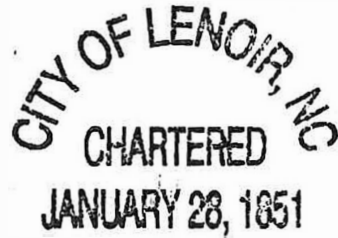
BUYER:

CITY OF LENOIR

By: Scott E. Hildebrand

Name: Scott E. Hildebrand

Title: City Manager



SELLER:

JOYCETON WATER WORKS, INC.

By: James B. Hogan

James B. Hogan - President

SEAL

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

JOYCETON WATER WORKS
LENOIR, N.C.

DISTRIBUTION SYSTEM

SCALE 1"=200'
APRIL 1964SCALE 1"=200'
APRIL 1964