



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, JUNE 7, 2022
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a framed City flag and resolution to Mac Martin in honor and recognition of 17 years of dedicated and outstanding service on the Lenoir Planning Board and Board of Adjustments.
- C. Special Recognition: Jeffrey Link, Athletic Director, CCC&TI, will address City Council regarding CCC&TI's Baseball Team, the Cobras, finishing in 3rd place in the nation with a 49-9 record, and Region 10 and Mid-Atlantic District Champions. As a token of their appreciation for the City of Lenoir's great partnership and support, Mr. Link will present Mayor Gibbons with an autographed program from the World Series Game.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. FY2022-2023 Annual Budget: A public hearing will be held to receive public comments regarding the Annual Budget for the fiscal year beginning July 1, 2022 through June 30, 2023 for the City of Lenoir. Upon conclusion of the public hearing, Council may take action on adoption of the enclosed FY2022-2023 Budget Ordinance.
- B. Resolution; Comprehensive Plan Update: A public hearing will be held to consider adoption of a resolution amending the 2007 Comprehensive Plan to incorporate by reference the plans, studies, and policies developed since its initial adoption and establishing a protocol for maintaining and amending the plan in the future.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, May 17, 2022 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, May 17, 2022 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, May 24, 2022 as submitted.
- D. Capital Project Budget Ordinance; 2022 Unifour Consortium HOME Program: Approval of a Capital Project Budget Ordinance in the amount of \$1,530,918 for the 2022 Unifour Consortium HOME Program as submitted by Rick Oxford, Western Piedmont Council of Governments, Plan Administrator.
- E. Capital Project Budget Ordinance; 2022 Community Development Block Grant Program: Approval of a Capital Project Budget Ordinance in the amount of \$153,768 for the 2022

Community Development Block Grant (CDBG) Program as submitted by Rick Oxford, Western Piedmont Council of Governments, Plan Administrator.

- F. Budget Amendments; FY2021-22: Staff request approval of the amendments to the annual Budget Ordinance for the fiscal year ending June 30, 2022 as follows:
 - Item 1: Increase revenues for the General Fund in the amount of \$905,000 due to revenues exceeding the budgeted amounts for sales tax, Powell Bill funding and cemetery lots sales.
 - Item 2: Increase expenditure lines in the General Fund in the amount of \$905,000 to allocate additional revenue and re-allocate funding by department.
 - Item 3: Re-allocate funding for the Water Fund with a zero net effect to the budget.
- G. Capital Project Budget Ordinance; Joyceton Waterworks, Inc.: Staff request City Council adopt the Capital Project Budget Ordinance for the project to authorize activities for the purchase of Joyceton Waterworks, Inc. Project in the amount of \$100,000 as submitted.
- H. Budget Amendment; Joyceton Waterworks, Inc.: Staff request approval of a Budget Amendment to the annual Budget Ordinance for the fiscal year ending June 30, 2022 as follows:
 - Item 1: Adjustment to the Water Fund Budget to allocate funding in the amount of \$100,000 for the Joyceton Waterworks, Inc. Purchase Project approved on May 17, 2022 as submitted.
- I. Resolution, ROW Dedication; Prince William Drive: Approval of a resolution accepting the dedication of the right-of-way for a 220 feet extension of Prince William Drive by GTE Construction and Realty and accepting the newly constructed extension for City Maintenance as submitted.
- J. Meeting Cancellation; City Council: City Council may cancel the June 21 City Council meeting due to no agenda items.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

1. The ABC Board will meet on Thursday, June 9 at 2:00 p.m.
2. The Night Move Band will perform on the downtown stage on Friday, June 10 from 7:00 p.m. – 10:00 p.m. The Shelby Rae Moore Band will perform on Friday, June 24, the Silvio Martinat Band will perform on July 8 and the New Kids-Super Fly 90's Tribute Band will perform on July 15.
3. The movie "Encanto" will be shown on the downtown stage on Friday, June 17 from 8:30 p.m. – 11:00 p.m.
4. The movie "Sing 2" will be shown on the downtown stage on Friday, July 1 from 8:30 p.m. – 11:00 p.m.
5. The Lenoir Tourism Development Authority (LTDA) will meet in June. The date and time of the meeting will be announced.
6. The Lenoir Business Advisory Board (LBAB) will meet in person on Thursday, June 9 at 6:00 p.m. at City Hall, Third Floor.
7. The City/County Services Committee will meet on Monday, June 13 at noon.
8. The Caldwell County Economic Development Commission (EDC) will meet on Tuesday, June 14 at 8:00 a.m.

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



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

**RESOLUTION HONORING
MAC MARTIN**

WHEREAS, Mac Martin has served faithfully and diligently as a member of the Lenoir Planning Board since 2005 when he was first appointed; and

WHEREAS, Mac Martin went on to serve as a member of the Lenoir Board of Adjustment as well as a member of the Lenoir Historic Preservation Commission; and

WHEREAS, Mac Martin, during his 17 year tenure as a Board Member, has served with great competence and made important contributions to a large variety of land development cases; including the adoption of a Comprehensive Plan, amendments to the Land Development Code, re-zonings, conditional use permits, variances, conditional zoning districts, and other planning projects; and

WHEREAS, Mac Martin is being honored and recognized for his volunteerism, devotion to the community, and his commitment and hard work,

NOW THEREFORE BE IT RESOLVED, that the Lenoir City Council hereby expresses sincere appreciation to our friend and colleague, who, through his leadership and dedicated service to the City, has earned respect and has made lasting contributions for the betterment of the City.

BE IT FURTHER RESOLVED, I, Mayor Joseph Gibbons, 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 and all the citizens, do hereby extend sincere appreciation and deep gratitude to Mac Martin for his devoted and outstanding service.

This the 7th day of June, 2022.

SEAL

Joseph L. Gibbons, Mayor





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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C. D. THOMAS

May 17, 2022

Honorable Mayor Gibbons and Members of the City Council:

Pursuant to Section 159-11 of the North Carolina General Statutes (NCGS), Local Government Budget and Fiscal Control Act, I am pleased to submit the Recommended FY 2022-2023 Budget for your review and consideration. This document provides a financial plan for the upcoming fiscal year and was developed in accordance with City Council's 2022 Priorities established in the February Strategic Planning Retreat and the March Budget Retreat as well as during Council and Departmental meetings held over the past year. The budget was developed with the expectation of returning to a more normal year as we continue to emerge from the COVID-19 pandemic.

A work session to review the Recommended FY 2022-2023 Budget is scheduled to be held on Thursday, May 19, 2022, at 6:00 p.m. and a public hearing on the budget is scheduled on Tuesday, June 7, 2022, at 6:00 p.m.

General Fund

The proposed General Fund budget totals \$20,320,130 and is balanced with the current property tax rate of 57¢ per \$100 of assessed property value. The budget maintains the current Rescue Readiness Tax Rate of .85¢ per \$100 of assessed property value 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 to \$11 per month. Although the recommended budget is 10% above the current adopted budget, the proposed budget closely reflects the actual FY 2020-2021 budget totals.

Nearly 83% of the General Fund's revenue comes from property tax (45%), sales tax (26%) and franchise tax (12%). The remaining 17% comes from a combination of state-shared revenue, investment earnings, and sales and services.

The American Rescue Plan (ARP), adopted by Congress, provided \$1.35 billion earmarked for NC cities and towns. The City of Lenoir was allocated \$3,834,691. The proposed budget does not allocate any of the funds. To date, the funds have been used only for Premium Pay. Staff will present separate capital budget amendments based on our recommended ARP Plan in the new funding year, which emphasizes long-term issues such as large capital items and master planning.

The City also received \$1,500,000 in NC State Capitol Infrastructure Funds (SCIF), adopted by the NC General Assembly. The recommended budget does not include this funding, as we have allocated the



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funds under a separate capital project ordinance, focusing on greenways and downtown improvements.

Staff continues to pursue the many grant opportunities that are available to continue work on the greenway and trails, Brownfield Assessments, The Campus at LHS, Aquatic Center renovations, master planning, water and sewer improvements, water interconnectivity, clean energy and wayfinding signage.

The Recommended Budget contains no additional borrowing and does not use any fund balance.

Downtown Municipal Service District

The proposed Downtown Municipal Service District budget is balanced with the current property tax rate of 20¢ per \$100 of assessed district property value.

Water and Wastewater Fund

The proposed Water and Sewer Fund budget totals \$10,232,980 and includes the recently adopted 5% increase in water and sewer rates. The City has traditionally used the annual Consumer Price Index - South Region for All Urban Consumers (CPI) as a gauge and guide when considering increases in Water and Sewer Rates. As of February 2022, the CPI was 8.4%. An average monthly water and sewer customer utilizing 5000 gallons will see an increase of \$2.49 per month. 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.

Budget Highlights

The key components of this budget are:

- **Core Services:** 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.
- **Employee Compensation:** 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. As our top strategic priority, the budget includes the implementation of a new pay plan that makes the City of Lenoir more competitive with other municipalities our size in the region as well as our private sector competition. The pay plan includes raising minimum annual pay for all full-time positions to \$30,000, raising the minimum annual pay for a police officer to \$42,000, and providing Cost of Living Adjustments of either 5% or 8% depending on the position pay when compared to the state averages based on data from the North Carolina League of Municipalities. The new pay plan will be effective July 1, 2022. The budget also funds the mandated 0.75% increase for general employees and 0.94% increase for law enforcement personnel as a member of the Local Government Retirement System.
- **Insurance:** 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%.

- **Street Resurfacing:** The budget allocates \$400,000 to continue implementation of our Pavement Study. State Powell Bill funding is expected to remain stable in the coming year. In addition, the budget includes \$100,000 in funding for strategic paving for various Council priorities.
- **Downtown:** The recommended budget appropriates funds for new holiday decorations. The budget allocates funds from the CDBG Capital Project Fund to continue improvements to The Campus.
- **Code Enforcement:** In response to Council priorities, the budget increases funding for code enforcement by 66% to \$100,000 (excluding personnel costs). This funding will be used for building demolitions, foreclosures, and nuisance enforcement.
- **Clean Energy:** The budget funds three hybrid law enforcement patrol vehicles in the coming year to move toward reducing gas emissions, lowering maintenance costs and improving fuel efficiency; and funds city-wide building and facilities condition assessments.
- **Technology:** The budget funds computer and information technology upgrades throughout the organization to enhance and improve operations and security; and completes the Advance Metering Infrastructure Project.
- **Environmental:** The City continues to outsource management and oversight of our Federal Phase II Stormwater Program to the Western Piedmont Council of Governments Stormwater Partnership.
- **Debt Service:** The budget funds all debt obligations.

The following General Fund capital projects are included: a light duty truck for Vehicle Services, fuel system upgrade, a service truck for Building Maintenance, a single-axle dump truck for Streets, a 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, and Mulberry Recreation Center improvements including roof replacement, playground improvements and adding pickleball courts.

The following Water and Sewer Fund capital projects are included: a mini excavator, a utility line locator, a boring machine, major pressure reducing valve vaults, a divisional valve replacement, manhole improvements, three phase power upgrade, lift station upgrades, a lawnmower, recycle pump installation, a dump truck, a floor cleaning machine, building and grounds improvements, an ATV, America Water Infrastructure Act Compliance Project, and (2) vehicle replacements.

Summary

In closing, the Recommended FY 2022-2023 Budget is balanced in accordance with State Statutes and attempts to address the goals and priorities that have been established by City Council for Lenoir's future while being mindful of the current economic conditions. The recent growth we have experienced in both commercial and residential sectors and a continuing diversification of the employer base should help the City weather current economic uncertainty.

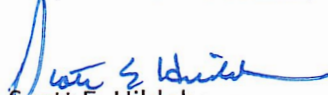
Though the budget does not fund all the requested operating and capital needs, the Recommended FY 2022-2023 Budget represents a level of funding that will allow the City to maintain and enhance current service levels while making organizational changes to be cost effective and more efficient. Further, as noted in the information distributed for the retreat in February, our staff continues to display a culture that encourages cost savings to maximize resources to accomplish budget initiatives.

I would like to recognize the efforts of Finance Director Donna Bean, as she has been instrumental in the preparation of this document. Her thoroughness and guidance are appreciated.

Finally, I would also like to express my thanks to the Department Directors, Team Lenoir and City Council for their patience, understanding, and dedicated work on this important policy document. Our primary goal, each and every day, via our employee-led customer service initiative, remains to provide "Service Beyond Measure".

Come "Create With Us" in Lenoir!

Respectfully submitted,



Scott E. Hildebran
City Manager

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2022– June 30, 2023

BE IT ORDAINED by the Lenoir City Council in regular session assembled on June 7th, 2022.

Section 1. That the following amounts are hereby appropriated for the operation of the government of the City of Lenoir and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

<u>Fund</u>	<u>Estimated Revenues</u>	<u>Fund Balance Appropriated</u>	<u>Total Budget</u>	<u>Appropriated</u>
General	\$ 20,320,130	\$ -	\$ 20,320,130	\$ 20,320,130
Water & Wastewater	\$ 10,232,980	\$ -	\$ 10,232,980	\$ 10,232,980
Total	\$ 30,553,110	\$ -	\$ 30,553,110	\$ 30,553,110

Section 2. That for said fiscal year there is hereby appropriated as expenditures of the General Fund the following:

Legislative	\$ 453,975
Administrative	\$ 660,050
Finance	\$ 818,770
Planning	\$ 407,342
Police	\$ 6,475,044
Fire	\$ 4,785,047
Recreation	\$ 2,120,376
Public Works	
Administrative	\$ 273,643
Cemetery & Grounds	\$ 480,478
Building Maintenance	\$ 395,105
Sanitation	\$ 895,791
Streets	\$ 2,223,014
Vehicle Services	\$ 331,495
Total	<u>\$ 20,320,130</u>

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2022– June 30, 2023

Section 3. That for said fiscal year there is hereby appropriated as expenditures of the Water & Wastewater Fund the following:

<u>DEPARTMENT/DIVISIONS</u>	<u>APPROPRIATION</u>
Admin/Engineering	\$ 409,949
Utilities Maintenance	\$ 426,595
Rhodhiss Water Treatment Plant	\$ 2,455,857
Water Distribution	\$ 2,685,933
Wastewater Collection	\$ 1,174,651
Wastewater Pretreatment	\$ 190,040
Gunpowder Wastewater Plant	\$ 855,844
Lower Creek Wastewater Plant	\$ 2,034,111
Total	<u>\$ 10,232,980</u>

Section 4. There is hereby levied for the fiscal year ending June 30, 2023, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2022, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property as set forth in the foregoing estimates of the General Fund revenues and in order to finance the foregoing General Fund appropriations.

General Fund.....\$.57 cents tax rate per one hundred dollars assessed valuation.

Rescue Readiness Tax.....\$.0085 cents tax rate per one hundred dollars assessed valuation.

Said General Fund tax rates are based on an estimated total appraisal value of real and personal property for the purpose of taxation of \$2,392,382,962 with an assessment ratio of one hundred percent (100%) of appraised value and estimated collection rate of 97.01%. Said collection rates are based on the actual 2020-2021 collection rates.

Section 5. That for said fiscal year there is hereby appropriated as expenditures of the special Downtown Tax District Fund for the operation of the Economic Development/Main Street Lenoir program and Tourism Development.

Fund	<u>Estimated Revenues</u>	<u>Fund Balance Appropriated</u>	<u>Total Budget</u>	<u>Appropriated</u>
Special Downtown District	\$ 288,220	\$ -	\$ 288,220	\$ 288,220
Tourism Development	\$ 90,000	\$ -	\$ 90,000	\$ 90,000
TOTAL	<u>\$ 378,220</u>	<u>\$ -</u>	<u>\$ 378,220</u>	<u>\$ 378,220</u>

**City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2022– June 30, 2023**

Section 6. There is hereby levied for the fiscal year ending June 30, 2023, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2022, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property set forth in the foregoing estimates of Special Downtown District Fund revenues and in order to finance the foregoing Special Downtown District Fund appropriations.

Special Downtown District.....\$.20 cents tax rate per one hundred dollars assessed valuation.

Said Special Downtown District tax is based on an estimated total appraised value of property for the purpose of taxation of \$ 18,079,600 with an assessment ratio of one hundred percent (100%) of appraised and registered real and personal property value. The estimated collection rate is 97.01%.

Section 7. It is estimated that \$90,000 in revenue will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Section 8. Water & Sewer rates are established to be effective July 1, 2022 according to the following schedule:

Water Inside Corporate Limits	
0 -1,000 gallons	\$11.29
Over 1,000 gallons	\$3.57 per 1,000 gallons
Sewer Inside Corporate Rates	
1 - 1,000 gallons	\$9.89
Over 1,000 gallons	\$4.19 per 1,000 gallons
Water Outside Corporate Limits	
0 - 1,000 gallons	\$22.58
Over 1,000 gallons	\$7.14 per 1,000 gallons
Sewer Outside Corporate Limits	
0 -1,000 gallons	\$19.80
Over 1,000 gallons	\$8.39 per 1,000 gallons
Resale Water	
\$2.37 per 1,000 gallons	
Resale Sewer	
\$4.14 per 1,000 gallons	

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2022– June 30, 2023

Section 9. Salaries & wages accounts provide for funding of all budgeted employee positions and City Council.

Section 10. The City Manager and Finance Director shall notify the City Council of any items of over-expenditure or shortfalls in revenue on a timely basis throughout the fiscal year. Request for appropriations not contained in the Budget Ordinance will be presented to Council after a review of the necessary revenue sources to offset the expenditure has been conducted by the Finance Director. Recommended budget amendments will be presented to the Council at the time the request for appropriation is submitted by the Finance Director.

Section 11. Copies of this Budget Ordinance shall be furnished to the Finance Director and the City Manager of the City of Lenoir, North Carolina, to be kept on file by them for their direction in the collection of revenues and the expenditures of amounts appropriated.

Section 12. The City Manager is authorized to amend the budget by transfer of appropriations within each fund. All amendments affecting revenues or total fund appropriations shall be approved by ordinance by the City Council, to be acted on at any regular or special meeting and approved by a simple majority of those present and voting, a quorum being present. Only one reading will be required and a public hearing or publication of notice is not necessary unless requested by Council.

Adopted this 7th day of June, 2022.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

CITY OF LENOIR**COUNCIL ACTION FORM: June 7, 2022****I. Agenda Item:**

Resolution amending Lenoir's Comprehensive Plan to incorporate by reference the recommendations of land use and transportation plans adopted from 2008 to present day.

II. Background Information:

NCGS 160D-501(a) requires that a comprehensive plan be "reasonably maintained." This resolution amends Lenoir's 2007 Comprehensive Plan to include planning efforts since the Plan's adoption, such as the Pedestrian Plan, Bicycle Plan, and the North Main Small Area Plan, which were undertaken in accordance with the adopted Comprehensive Plan and have always been understood to function as amendments to that Plan. The resolution also addresses maintenance, implementation, and data management, and proposes 3 new special study areas that have been identified as priorities for Council.

The Planning Board reviewed this item at their May 23rd meeting and recommended approval of the resolution. They called for a public hearing to be held at the June 7, 2022 City Council meeting.

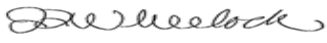
III. Staff Recommendation:

Adoption of the resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____

**A RESOLUTION OF THE CITY COUNCIL OF LENOIR, NORTH
CAROLINA AMENDING THE 2007 LENOIR COMPREHENSIVE
PLAN TO INCORPORATE BY REFERENCE THE PLANS, STUDIES,
AND POLICIES DEVELOPED SINCE ITS INITIAL ADOPTION AND
ESTABLISHING A PROTOCOL FOR MAINTAINING AND
AMENDING THE PLAN IN THE FUTURE.**

WHEREAS, the Lenoir Comprehensive Plan contains the general policy of the City Council to be used as a guide for development, the scheduling of capital improvements, preparation of budgets and ordinances, and operating procedures to implement the plan; and,

WHEREAS, the purpose of the Comprehensive Plan is also to provide general guidance to City agencies, other public agencies, private individuals, and organizations as they prepare detailed plans, programs, and ordinances; and,

WHEREAS, it is the intent of the City Council to maintain and amend this Comprehensive Plan as the official statement of City Council policy concerning the future development of the City of Lenoir; and,

WHEREAS, the City has been devoted to continuous and ongoing public engagement around planning and development, using the concepts and strategies in the Comprehensive Plan as a starting point to develop more detailed plans around specific citywide goals (like Historic Preservation and bike/pedestrian facilities) as well as smaller geographic subareas (like the North Main Street and Fairfield South vision plans), and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT THE LENOIR COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:

Section 1. The following plans, studies, and vision concepts are hereby adopted and incorporated by reference into the Lenoir Comprehensive Plan:

- a. **Bicycle and Pedestrian Plans.** Developed through the support of NCDOT Planning grants, the 2012 Lenoir Pedestrian Plan (prepared by consulting firm McGill & Associates) and the 2018 Lenoir Bicycle Plan (prepared by Kimley-Horn) represent a comprehensive vision for connected bike/ped facilities within the City of Lenoir. The plans call for a robust alternative transportation network that prioritizes multi-use paths (greenways) as a way to connect the City's recreation facilities as well as link residential areas with activity nodes like employers, schools, and shopping.
- b. **North Main Street Small Area Plan.** Adopted in 2015 following a year-long community input process, this plan applies many of the strategy recommendations contained in the Comprehensive Plan related to historic preservation, infill development, streetscapes, Downtown development, beautification, and neighborhood stabilization in a specific, context-sensitive manner for the northern gateway to the Historic Downtown. Map 3 of the Comprehensive Plan identified only three "downtown gateways" (West

Harper Avenue, East Harper Avenue, and Mulberry Street) – with the adoption of the N. Main Street small area plan, a fourth “downtown gateway” is established.

- c. **Overmountain Victory National Historic Trail Master Plan.** A multi-jurisdictional plan developed in partnership with the National Park Service, consulting firm Destination by Design worked with the City of Lenoir, Town of Gamewell, City of Morganton, Caldwell County, Burke County, and Caldwell County Pathways to present a feasible multi-use path/greenway alignment that would connect the participating jurisdictions following the congressionally-designated Overmountain Victory Trail corridor. Within the City of Lenoir, a large portion of the alignment follows a segment of rail right-of-way that was discontinued in 2006. The 2007 Comprehensive Plan called for a “Rails to Trails” project along the discontinued corridor – the OVNHT master plan further refines that vision. (Since the adoption of the OVNHT master plan in 2015, the rail corridor has been successfully “railbanked” and the trail is under construction.)
- d. **Fairfield South/Lenoir Mills.** The 2007 Comprehensive Plan and Future Land Use map identifies several historic industrial properties located just west of Downtown Lenoir as “transitional” properties, and contains a multitude of strategies in support of adaptive re-use of industrial buildings, as well as support for participation in the state’s Brownfield program to address real or perceived issues with contamination on these sites. The Fairfield South Vision was created through community input and planning staff analysis in 2015, taking individual policy concepts and strategies from the Comprehensive Plan to connect planning efforts around the rail trail, historic preservation, support for Downtown, creating opportunities for multi-family residential, cleaning up industrial sites, and facilitating re-use of the historic train depot. The Fairfield South Vision attracted developer interest early-on, and evolved into the Lenoir Mills project.
- e. **Neighborhood Map.** The Planning Board and Planning Staff engaged the public in 2018 in an effort to document commonly understood neighborhood boundaries, recognizing that while not official political demarcations, neighborhoods are the basic building blocks of the City. The resulting map is intended to generally represent the various unique neighborhoods in the City, providing a tool to organize future neighborhood input and outreach. The neighborhood map is hereby added to the map series found in the Comprehensive Plan.
- f. **Branding and Way-finding.** In 2016, the City engaged Destination by Design to develop a “brand” for Downtown Lenoir – extensive public input was sought during this process, and a new logo and tagline “Together We Create” was born for the Downtown. Initial implementation included a new website, promotional merchandise, and street light pole banners in the Downtown core – advancing many of the concepts contained in the Downtown section of the comprehensive plan. As a follow-up, Destination by Design was again engaged in 2020 to develop a city-wide brand and a vehicular way-finding plan. The City brand plays off the Downtown concept, with the tagline, “Create with Us.” Both efforts are in the initial

implementation stages, and incorporating the brands and planned signage/beautification projects provides additional context for the strategies in the Comprehensive Plan.

Section 2. Implementation and Evolution In its current format, the plan recommendations are difficult to cite specifically, or surgically amend as implementation results in better information or necessitates small “tweaks” or shifts in policy. The concepts contained in the plan are still relevant and useful, especially considering the additional details provided by incorporating the items listed in Section 1. In order to be more transparent in the progress, staff is hereby directed to develop a numbering convention for the plan’s individual, actionable policy recommendations, as well as a maintenance schedule for review and amendments. Items deemed “completed” may be proposed for deletion. As new data or trends emerge, additional policies may be added.

Section 3. City Profile/Data Management Extensive data collection and analysis of transportation, housing, and population/demographic metrics is an essential step in the Comprehensive Planning process. Much of the data the City uses is maintained by the WPCOG, and publicly available online. The data helps us identify emerging trends, make projections and predictions about future growth, and track change over time.

The 2007 Comprehensive Plan was adopted with data from 2005, and the optimistic growth projections contained in the analysis were essentially outdated when the plan was adopted. However, the policy concepts are still relevant and useful for the areas within the City that experienced growth pressures. As we maintain and refine our comprehensive plan, so too must we maintain and refine the data we have available. However, the data itself is not a part of the plan. In order to streamline the document, and avoid the need for plan amendments related only to updating the City’s data profile, staff is directed to re-locate the supporting data sections of the plan to a separate “City Profile” document during the next amendment cycle.

Section 4. Special Study Areas The following Special Study Areas are hereby created:

- a. Whitnel Special Study Area
- b. West End Special Study Area
- c. 321 South Special Study Area

These are areas that have been identified during strategic planning retreats with the City Council as being places worth studying individually for recommendations related to future land use, attracting investment, attractive yet feasible development standards, and community outreach to better understand the dynamics at play in these areas that have lagged behind other places in the City as far as attracting new investment. The current plan policies and future land uses shall continue to apply to these areas until changes are proposed, but these geographic areas are established as priorities for the next amendment cycle(s).

Adopted this the 7th day of June 2022.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

**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

1017 Main Campus Dr., Suite 1200 + Raleigh, North Carolina 27606 + 919-582-5850 + FAX 817-735-7491 www.freese.com

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.

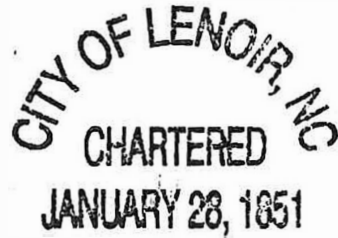
BUYER:

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

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, MAY 24, 2022
8:30 A.M.**

PRESENT: Mayor Joe Gibbons, Mayor Pro-Tem Crissy Thomas, Councilmembers Kent Greer, Ike Perkins, David Stevens, Ralph Prestwood.

STAFF PRESENT: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Police Chief Brent Phelps, Interim Public Works Director Ed Evans, Public Utilities Director Radford Thomas, and Event Coordinator Matthew Anthony.

ABSENT: Communications and Public Information Officer Joshua Harris.

VIA ZOOM: Councilmembers Jonathan Beal and Todd Perdue, Fire Chief Ken Hair, Planning Director Jenny Wheelock, and Parks & Recreation Director Kenny Story.

I. CALL TO ORDER

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

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

- A. Parks & Recreation Advisory Board: The Parks and Recreation Advisory Board will not meet in June or July. Kenny Story, Recreation Director, presented the following report.
- Work continues with McGill on obtaining a PARTF grant for LAFC and the Soccer Complex.
 - Reported there are 14 teams registered for the Youth Baseball/Softball groups.
 - Registration is currently underway for the Basketball League for boys and girls ages 8 through 12. The games will be held at the Martin Luther King, Jr. Center (MLK).
 - A new program called the Summer Swim Club has been established for ages 6 through rising seniors. Currently, there are between 15 to 20 people enrolled. Registration is open through May 27.
 - A Summer Music Festival will be held again this year at the MLK Center on July 22 and 23 beginning at 6:00 p.m. each evening.
 - The outdoor pool at the Aquatic & Fitness Center opens on Saturday, May 28. The Recreation Department is accepting applications for certified lifeguards.
 - One HVAC unit has been replaced at The Campus (formerly Lenoir High School.)
1. July 4th Fireworks Permit Authorization
Fire Chief Ken Hair explained Pyro Shows, Inc. will be conducting the fireworks display at Optimist Park this year and the City is required by statute to provide them a copy of the City's insurance certificate. He stated Chris Jacobs, Fire Marshall, also

included a packet of information in the agenda packet for Council's review.

Motion

Following a brief discussion and upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the July 4th Fireworks Permit Authorization form as presented.

B. FINANCE AND ADMINISTRATION

1. Job Descriptions of Re-organization of Public Services

Finance Director, Donna Bean, asked if Council has any questions regarding the April Financial Summary that was presented at the May 19 Budget Work session. Council did not have any questions about the report at this time.

Next, Director Bean presented information/job descriptions regarding the re-organization of Public Works and Public Utilities. She stated this re-organization would make these departments be more effective and efficient.

Copies of the job descriptions are attached to these minutes as information.

Public Services Director

Director Bean reviewed the general statement of duties of a Public Services Director. This individual performs complex managerial, administrative, and supervisory work planning, organizing, and directing public works and public utilities services for the City. The purpose of this position is to manage the public services functions of the City. Successful performance helps ensure the effective and efficient operation and provision of city services.

Public Works Operations Manager

Director Bean reviewed the general statement of duties of a Public Works Operations Manager. This individual performs complex managerial, administrative, and supervisory work planning, organizing, and directing public works services for the City.

Public Utilities Operations Manager

Director Bean reviewed the general statement of duties of a Public Utilities Operations Manager. This individual performs difficult professional and managerial work planning, organizing and directing the operations, maintenance and analysis of a wastewater treatment plant, water treatment plants, related laboratory facilities, distribution and collection system maintenance and repair, utility engineering services, a wide scope of capital improvement projects and other areas as assigned.

City Manager Hildebran stated the City has twenty (20) capital projects coming up within the next twelve (12) months. He reiterated the Public Services Director will manage both Public Works and Public Utilities as well as hire several

qualified individuals to be on Staff. Mr. Hildebran stated the City should be able to get a lot projects accomplished.

Motion

Following a brief discussion, and upon a motion by Councilmember Prestwood, Council voted 7 to 0 to approve the re-organization of Public Works/Public Utilities and the three (3) job descriptions as described above and as recommended by Finance Director Bean.

C. Public Safety

1. Police Department

- A. Quarterly report (January, February & March): Police Chief Phelps presented the Department's first quarterly report as information. This report details training hours, outreach, demos, events and tours by staff plus the types of calls that officers respond too. Chief Phelps also mentioned the Department has included a snapshot of Nuisance Abatement activity for the quarter.

A copy of the report is on file.

Chief Phelps reported staff recently attended training in order to use the Department's new web based code enforcement system. He reported Detective Hartley had 55 follow-up and 60 self-initiated code enforcement calls for the first quarter of 2022. In addition, Chief Phelps presented a map indicating the locations and addresses of properties that staff visited. Also, Chief Phelps mentioned staff is working on easements and stated they did an easement document for Council's review.

Letter of Engagement for Legal Representation

2. Chief Phelps informed Council that Attorney Rohr could no longer advise the Police Department due to a 2019 decision by the Court of Appeals that ruled a City Attorney who advises a City's Police Department cannot handle criminal cases where the Police Department is the prosecuting agency. Chief Phelps stated Attorney Rohr has never handled such cases, but another attorney at his law firm does. Chief Phelps stated the Police Department has been using an attorney from out of town but has been frustrated.

Chief Phelps presented a letter of engagement from Angela P. Clark, Clark & Clark, P.A., outlining the scope and terms of their engagement, which will primarily consist of advising the Client (the City) with reviewing and revising City ordinances, assisting the Client with nuisance abatement actions in conjunction with the North Carolina Alcohol Law Enforcement, and reviewing federal asset forfeiture award forms. The scope of services that the firm will provide may be expanded as necessary to assist the Client with other legal matters that may arise during the course of the representation.

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

Chief Phelps stated Ms. Clark is very knowledgeable and has a great work ethic. He recommended the firm of Clark & Clark, P.A. to City Council to serve as the Police Department's legal representative.

Motion

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve the law firm of Clark & Clark, P.A., to provide legal services for the Lenoir Police Department as presented and as recommended by Police Chief Phelps.

D. Public Utilities: Public Utilities Director Radford Thomas gave the following report:

- Reported the area is in Stage 0 drought and encouraged everyone to monitor their water usage.
- FEMA BRIC Grant – The City should be notified by July 2022 whether the grant will be funded.
- EPA Brownfield Assessment Grant 2 Application – The City should receive funding for this project in October 2022.
- Crossroads Sewer Project –The pipe has been delivered; however, the construction crew is still waiting on manholes to be delivered. Construction cannot begin until the manholes are on site.
- Biosolids Project at Lower Creek Wastewater Plant – This project is close to being finished.
- Water System Lead and Copper Analysis – Freese and Nichols is currently performing survey work for this project.
- Meter Replacement Project – Currently waiting on information and a response from the Project Manager.
- Re-submitted application for the Lower Creek Wastewater Treatment Plant Project.
- Working with the attorneys regarding the Animal Shelter property.
- Joyceton Waterworks Acquisition – Finalizing the contract for the acquisition of the Joyceton Waterworks Water System.

E. Public Works: Interim Public Works Director Ed Evans reported on the following items:

- FY21-22 Street Resurfacing –Finley Avenue to Broadway Street to Creekway Drive has been paved along with the section of Countryside Drive to Commercial Court.
Director Evans reported that \$19,000 remains in the resurfacing budget line. This amount will purchase around 194 tons of asphalt that equals to ½ mile of paving.
- Hospital Avenue Sidewalk Project –The City needs to acquire easements a few remaining properties before the project can proceed.
- Sinkhole at Station No. 1 – A meeting is scheduled today with the Engineering Contractor regarding the ongoing study of the sinkhole at Fire Station No. 1.
- Director Evans reported he included funding for a sanitation truck for Shane Barrier in the upcoming budget. Staff has found one that is available at a cost of \$280,000 with an October delivery. The turning radius is equal to the sanitation trucks the City currently

uses and he shared the truck will be converted for a right-handed driver.

- Staff installed a generator at the firing range.
- A company is currently pressuring washing the downtown area and pavers will be installed at the Veterans Memorial on Wednesday.
- Submitted an application for an electric vehicle grant and the City needs to determine a location for a second charging station.
- Included a new gas pump in the budget to replace the current one which is 20+ years old.
- Waiting on notification to see if the City is successful in being awarded a FEMA BRIC grant which will be used to replace the Arrowood Bridge.

IV. COMMUNITY DEVELOPMENT

A. The Lenoir Business Advisory Board (LBAB) met on Thursday, April 21. Minutes of the meeting are submitted as information. Matthew Anthony, Downtown Event Coordinator, gave the following report.

- Farmers Market 5/7
- Lenoir Bicycle Fest 5/14
- Summer Music Madness 6/ 24
- Blackberry Festival 7/15-16

B. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority did not meet in May. The next meeting will be scheduled in June.

C. Planning Board: Planning Director Jenny Wheelock reported the Planning Board met on Monday, May 23. She stated each board member took an oath of office to comply with recent legislation regarding serving on Committees/Boards.

D. Updates-Comprehensive Plan

A public hearing is scheduled for Tuesday, June 7 to consider updates to the City's Comprehensive Plan by resolution in order to comply with legislative guidelines. The City's Code of Ordinances will be amended to include these updates.

E. Demolition of 530-A Wheeler Street

The property located at 530-A Wheeler Street is scheduled for demolition this week. In addition, Director Wheelock stated the property located at 1301 Jolly Place has been posted for demolition due to all of the code violations. The individual that was living there has moved.

F. Grants – Bike Pedestrian Trail

Director Wheelock stated she is currently working with Brian Newman regarding grants for a Bike Pedestrian Trail.

G. Public Communications: A copy of the April 2022 Communications Report was submitted to City Council as information. A report was not given at this time.

H. PUBLIC SAFETY

A. Fire Department

- Fire Chief, Ken Hair reviewed information in the Department's First Quarter Report for January, February, and March. He reported that COVID previously affected a number of Staff members, but pointed out the citizens and operational efficiency were never comprised. He stated the Department was able to unfreeze Staff's vacation list and resume normal operations due to the number of COVID positives by Staff being drastically reduced. He expressed his appreciation to all City Staff for all of their hard work during this time.

In addition, Chief Hair reported the Department filled two vacancies plus the remaining full-time vacancy that was open. Chief Hair reported their training equaled to 89 hours per person. He further reported the Department distributed 31 smoke alarms and thanked the local Ford dealership for their monetary donation, which helped with the purchase of additional gear for the firefighters.

Chief Hair stated the Quick Response Vehicles (QRV's) are helping Staff reach patients sooner and has been a huge improvement in efficiency for the Department. He stated the Caldwell County Emergency Management Services (EMS) also appreciates their assistance and pointed out these vehicles are a cost saving to the Department. In addition, he shared the Fire Chief in Hickory has requested a copy of Lenoir's policy regarding using QRV's to respond to medical calls.

Information, Roadside Litter Pickup

Next, City Manager Hildebran stated the County Commissioners would be entering into a contract for roadside litter pickup at their May meeting. This contract is with the Goldstar Project group, an NCDOT pre-approved contractor. The County will begin cleanup along some of the worst roads in Caldwell County first and the Commissioners have also agreed to open it up and allow for a partnership with the municipalities.

The cost is \$80.00 per road mile or \$40.00 per mile per lane mile (or ditch line.) Four lane median is \$160.00.

- I. June Calendar: By consensus of the Council, the calendar for the month of June was approved listing various committee meetings.

VII. Adjourn

There being no further business; the meeting was adjourned at 9:35 a.m.

Public Services Director

General Statement of Duties

Performs complex managerial, administrative, and supervisory work planning, organizing, and directing public works and public utilities services for the City. The purpose of this position is to manage the public services functions of the city. Successful performance helps ensure the effective and efficient operation and provision of city services.

Distinguishing Features of the Class

An employee in this class plans, coordinates and directs department operations, staff, engineers, and contractors in general services. Work involves planning on a short-range basis, for long-range and major construction projects, budget development, the administration and management for the department, personnel management and oversight of the operations management of daily services. The employee provides technical advice and assistance to the Public Works and Public Utilities Operations Managers, the City Manager and City Council. Responsibilities include contract management, supervision of the Public Works and Public Utilities Operations Managers, handling citizens' issues, and working with other department heads. Work is performed with a high degree of independence and initiative requiring sound judgment and analytical and organizational skills. Performs complex work that consists of varied administrative, managerial, supervisory, and technical duties. The number of services performed by the department contributes to the complexity of the work. Work requires ensuring compliance with various state and federal guidelines and regulations. Work is performed under the general direction of the City Manager and is evaluated through reports, established timelines, discussion and citizen and community feedback.

Duties and Responsibilities

Essential Duties and Tasks

- Directs the operations of the Public Services Department, including water and wastewater treatment plant operations and distribution, water and wastewater construction and meter services, fleet management, building services, landscape services, cemeteries, streets, solid waste services and professional engineering operations. Oversees the department operations through the Operations Managers' feedback and direct observation where appropriate.
- Develops guidelines and procedures to assure compliance with city ordinances, policies, and procedures, engineering guidelines, Clean Water Act, Safe Drinking Water Act, OSHA regulations, and other relevant federal and state laws and regulations. These guidelines require judgment, selection, and interpretation in application. This position oversees the implementation and adherence to the guidelines through feedback from the operations managers and by supervision of department personnel.
- Researches, writes and administers grants for public services; consults and works with state officials as well as Federal designated grants administrator
- Oversees the development and administration of the Capital Improvement Plan and department budgets.
- Oversees the maintenance of records.
- Collaborates with the operations managers to prepare required reports.
- Collaborates and communicates with co-workers, other city employees, developers, contractors, state and federal officials, architects and representatives of engineering firms, vendors, representatives of public utilities, and the general public.

- The Director confers with consulting engineers on the construction of new facilities, improvements and expansions as well as evaluation studies of existing facilities.
- Works with consulting engineers and others to develop, design, and construct public works projects; inspects work in progress and upon completion to ensure adherence to specifications; negotiates contracts, meets with City attorney, when necessary, and make recommendations to the City Manager.
- Oversees and coordinates the City's capital project management.
- Coordinates City projects with the City Manager and other department heads.
- Evaluates the recommended specification or develops in consultation with consultant; involves division heads in developing; advertises for bids; reviews bids and makes recommendation to City Manager.
- Guides and works with Operations Managers in developing and implementing program services; analyzes level and cost of department services; assesses public expectations and general standards in other municipal operations; recommends revisions to existing services and implementation of new services.
- Evaluates the Operations Managers' recommendations for maintenance, repair, enhancements or improvements in service programs and plans, designs, prioritizes, schedules, assigns, and reviews results of services being provided.
- Has oversight of departmental operating and capital budgets in consultation with Operations Managers on their projections; monitors and approves expenditures; researches funding sources and potential grants.
- Consults with Operations Managers regarding the hiring, promoting, training, disciplining, evaluating, and other personnel actions and decisions for the department.
- Plans and implements safety programs, in coordination with the Risk Manager and Operations Managers to include training, procedures, and equipment as necessary.
- Consults with and advises the City Manager on the varied public services, status of projects and budget items, prepares agenda items, resolutions and ordinances for the City Manager and City Council to review and approval; attends City Council and Committee meetings; makes presentations.
- Responds to, investigates and resolves citizens' complaints, inquiries and concerns in coordination with the Operations Managers.
- Perform other related duties as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the modern principles and practices for effective management and supervision of a large staff.
- Thorough knowledge of modern governmental budgeting, personnel and purchasing practices.
- Thorough knowledge of related City policies, and state and federal laws and regulations.
- Considerable knowledge of the principles and practices of public works services management and administration.
- Considerable knowledge of and skill in utilizing word processing and spreadsheet software.
- Demonstrated skills in modern and effective managerial, organizational, and leadership principles and practices.
- Skills in budget development and preparation and to monitor and manage expenditures.
- Ability to plan, organize, and delegate work in varied service functions.
- Ability to exercise sound professional judgment.

- Ability to direct operations and supervise subordinate supervisors utilizing effective communication, motivation, and coaching techniques.
- Ability to interpret and prepare complex and detailed records and reports.
- Ability to maintain effective working relationships with City, State, and local officials, management, subordinate supervisors, employees, contractors, engineers, and the general public.
- Ability to present ideas effectively in oral and written form.

Physical Requirements

- Must be able to perform the physical life functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pulling, pushing, fingering, talking, hearing and repetitive motions.
- Must be able to perform light work exerting up to 20 pounds of force occasionally; and/or up to 10 pounds of force frequently, and/or a negligible amount of force frequently or constantly to move objects.
- Must possess the visual acuity to produce and review written reports and records including mathematical calculations, to operate a computer terminal, to analyze data and to read extensively, and to determine the accuracy, neatness and thoroughness of work assigned.

Desirable Education and Experience

- Graduation from an accredited college or university with a bachelor's degree in public administration, civil engineering, management, or related field, and considerable related experience in municipal engineering and/or public works and/or public utilities fields, including extensive supervisory and management experience; or an equivalent combination of education and experience. A Professional Engineering (PE) certification is preferred.

Special Requirement

- Possession of a valid North Carolina driver's license.

PUBLIC WORKS OPERATIONS MANAGER

General Statement of Duties

Performs complex managerial, administrative, and supervisory work planning, organizing, and directing public works services for the City.

Distinguishing Features of the Class

An employee in this class plans, coordinates and directs department operations, staff and contractors in general services. Work involves planning on short-range basis and for long-range projects and major construction projects; budget development, administration and management for the department; personnel management and daily services' operations management. The employee provides technical advice and assistance to the Public Services Director, City Manager and the City Council. Work also includes contract management, handling citizens' issues, and working with other department heads. Work is performed with a high degree of independence and initiative requiring sound judgment and analytical and organizational skills. Work requires ensuring compliance with varied state and federal guidelines and regulations. Work is performed under the general direction of the Public Services Director and is evaluated through reports, established timelines, discussion and citizen and community feedback.

Duties and Responsibilities

Essential Duties and Tasks

- Plans, directs, coordinates and supervises department operations, programs and services including building, grounds and traffic maintenance, cemetery operations and maintenance, automotive maintenance and repair, solid waste collection, and street repair and maintenance.
- Develops policies and procedures for divisional and departmental operations.
- Guides and works with division heads in developing and implementing program services; analyzes level and cost of department services; assesses public expectations and general standards in other municipal operations; recommends revisions to existing services and implementation of new services.
- Determines needs for maintenance, repair, enhancements or improvements in service programs and plans, designs, prioritizes, schedules, assigns, and reviews results of services being provided.
- Prepares departmental operating and capital budgets in consultation with division heads on their projections; monitors and approves expenditures; researches funding sources and potential grants.
- Manages the hiring, promotion, training, discipline, evaluation, and other personnel actions and decisions for the department in consultation with the Public Services Director; plans and implements safety programs, in coordination with the Risk Manager, including training, procedures, and equipment as necessary.
- Consults with and advises the Public Services Director on the varied public works services, status of projects and budget line items balances; prepares agenda items, resolutions and ordinances for the Public Services Director, City Manager and City Council to review and approval; attends City Council and Committee meetings; makes presentations.
- Coordinates City projects with Public Services Director, City Manager and other department heads.
- Works with consulting engineers and others to develop, design, and construct public works projects; inspects work in progress and upon completion to ensure adherence to specifications; negotiates contracts, may meet with City attorney and recommends to Public Services Director.

- Defines specification or develops in consultation with consultant; involves division heads in developing; advertises for bids; reviews bids and makes recommendation to Public Services Director.
- Responds to, investigates and resolves citizens' complaints, inquiries and concerns; coordinates as appropriate with division superintendents.
- Meets with division superintendents daily and makes field visits to monitor work progress, quality, etc; discusses priorities each morning.
- Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

- Thorough knowledge of the modern principles and practices for effective management and supervision of a large staff.
- Thorough knowledge of modern governmental budgeting, personnel and purchasing practices.
- Thorough knowledge of related City policies, and state and federal laws and regulations.
- Considerable knowledge of the principles and practices of public works services management and administration.
- Considerable knowledge of and skill in utilizing word processing and spreadsheet software.
- Demonstrated skills in modern and effective managerial, organizational, and leadership principles and practices.
- Skills in budget development and preparation and to monitor and manage expenditures.
- Ability to plan, organize, and delegate work in varied service functions.
- Ability to exercise sound professional judgment.
- Ability to direct operations and supervise subordinate supervisors utilizing effective communication, motivation, and coaching techniques.
- Ability to interpret and prepare complex and detailed records and reports.
- Ability to maintain effective working relationships with City, State, and local officials, management, subordinate supervisors, employees, contractors, engineers, and the general public.
- Ability to present ideas effectively in oral and written form.

Physical Requirements

- Must be able to perform the physical life functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pulling, pushing, fingering, talking, hearing and repetitive motions.
- Must be able to perform light work exerting up to 20 pounds of force occasionally; and/or up to 10 pounds of force frequently, and/or a negligible amount of force frequently or constantly to move objects.
- Must possess the visual acuity to produce and review written reports and records including mathematical calculations, to operate a computer terminal, to analyze data and to read extensively, and to determine the accuracy, neatness and thoroughness of work assigned.

Desirable Education and Experience

- Graduation from an accredited college or university with a bachelor's degree in public administration, civil engineering, management, or related field, and considerable related experience in municipal engineering or public works field,

including some supervisory and management experience; or an equivalent combination of education and experience. A Professional Engineering (PE) certification is preferred.

Special Requirement

- Possession of a valid North Carolina driver's license.

Lenoir 2022

PUBLIC UTILITIES OPERATIONS MANAGER

General Statement of Duties

Performs difficult professional and managerial work planning, organizing and directing the operations, maintenance, and analysis of wastewater treatment plant, water treatment plants, related laboratory facilities, distribution and collection system maintenance and repair, utility engineering services, a wide scope of capital improvement projects and other areas as assigned.

Distinguishing Features of the Class

An employee in this class plans, organizes and directs the operations and maintenance of the water treatment plants, wastewater treatment plant, distribution and collections systems, pumping facilities, related facilities and equipment and other areas as assigned. Work also includes responsibility for a wide variety of utility capital improvement projects including coordination of design, bidding, construction management, inspection, and project acceptance for the City. Work is performed in accordance with state and federal laws and regulations. Work involves responsibility for department staffing, capital and operating budget development and administration. General administrative direction is received from the Public Services Director regarding matters of policy, budget, long-range plans, personnel matters, establishing and maintaining records and reports necessary for full compliance with all regulations and work priorities. The position receives assistance with and advising from the Public Services Director, City Manager, and Council regarding long range planning for facilities and system capacity, as well as technical compliance needs. The Public Utilities Operations Manager is responsible for effective management decision-making, representing the City in multiple regional and state issues, and insuring effective productivity of assigned personnel. Work involves considerable public contact, initiative and judgment. The employee may occasionally enter confined spaces and encounter other hazards. Work is evaluated through conferences and reports for productivity, and compliance with required laws and regulations.

Duties and Responsibilities

Essential Job Tasks

- Plans, organizes and directs the work of subordinate supervisors and employees engaged in plant operations, process control, laboratory analysis, distribution and collection system operations and maintenance, pumping stations, and preventive maintenance and repair.
- Advises management and participates in planning for current and future capacity needs and plant and systems modifications for increased efficiency or regulatory compliance; manages the budgeting, design, construction, and inspection of a wide variety of capital projects for capacity, environmental compliance, service extension, etc.
- Manages the hiring, promotion, training, discipline, evaluation, and other personnel actions and decisions for the department in consultation with the Public Services Director; plans and implements safety programs, in coordination with the Risk Manager, including training, procedures, and equipment as necessary.
- Researches and recommends strategies for meeting new regulatory requirements.
- Evaluates utility customer service policies and procedures, coordinates evaluation of fee structures; recommends improvements.
- Plans and supervises contracted construction and maintenance projects; insures proper inspection and adherence to plans and standards prior to City acceptance.
- Establishes, maintains, and analyzes a variety of reports as required and as needed for effective management decision-making; directs the acquisition and usage of computer systems to enhance operations and record keeping.

Public Utilities Operations Manager
 Page 2

- Plans, organizes, and directs the maintenance and repair of water and sewer pumping stations, elevated storage tanks, and related facilities; supervises the installation of water taps and meters; supervises the meter reading program, water service connections and disconnections, and related utility customer response.
- Oversees response to citizen complaints, service requests and other response; insures excellent customer service.
- Requests resources as part of annual budget process; reviews and submits budget requests of subordinate supervisors; controls allocated resources once approved; participates in capital budgeting to construct and maintain utility infrastructures.
- Participates in plan review; approves all plans and specifications regarding utility systems.
- Performs related work as required.

Recruitment and Selection Guidelines

Knowledges, Skill, and Abilities

- Thorough knowledge of the principles and practices of water and wastewater treatment, distribution and collection transmission lines, pumping stations, metering, and other utility systems appurtenances.
- Thorough knowledge of the local, state, and federal laws and regulations relating to water and wastewater treatment, distribution and collection.
- Thorough knowledge of the City budget, purchasing, and personnel policies and practices.
- Thorough knowledge of effective management practices including staffing, motivation, communications, delegation, discipline, performance review, and other practices.
- Considerable knowledge of the application of information technology to the work of the department.
- Working knowledge of engineering principles and their application to utilities construction and maintenance.
- Working knowledge of mechanical, electrical, and electronic trades as applied to wastewater treatment facilities and equipment maintenance and repair.
- Ability to provide leadership to a large staff in multiple locations providing around the clock services.
- Ability to analyze information and make effective decisions.
- Ability to establish and maintain effective working relationships with City officials, industrial officials, regulatory officials, contractors, engineers, other employees, regional customers, and the general public.
- Ability to prepare, present and interpret complex records and reports.

Physical Requirements

- Must be able to perform the basic life functions of climbing, balancing, stooping, kneeling, crouching, reaching standing, walking, pushing, pulling, lifting, fingering, talking, hearing, and repetitive motions.
- Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently or constantly to move objects.

Public Utilities Operations Manager

Page 3

- Must possess visual acuity necessary to inspect schematic drawings, prepare and analyze figures and data, perform extensive reading, and operate a computer terminal.

Desirable Education and Experience

- Graduation from college with a degree in business or public administration, environmental sciences, civil engineering, chemistry, or related field and extensive experience managing water and/or wastewater treatment or distribution and collection systems; or an equivalent combination of education and experience. Professional Engineering certification is a plus.

Special Requirement

- May require certification for wastewater treatment, water treatment, or distribution or collections systems operations by the State of North Carolina or the ability to obtain within two years.
- Possession of a valid North Carolina driver's license.



May 20, 2022

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

Re: Engagement for Legal Representation

Dear Mr. Hildebran,

Thank you for contacting Clark & Clark, P.A. (the "Firm") for legal representation for the Lenoir Police Department (the "Client"). This letter will set forth the scope and terms of our engagement, which will primarily consist of advising the Client with reviewing and revising city ordinances, assisting the Client with nuisance abatement actions in conjunction with the North Carolina Alcohol Law Enforcement, and reviewing federal asset forfeiture award forms. The scope of services that the Firm will provide may be expanded as necessary to assist the Client with other legal matters that may arise during the course of the representation.

Although I will be the primary attorney working on this matter, I may engage the assistance of my law partner, Macon Clark, as well as legal assistants as necessary. Billable time for legal services will be charged in one-tenth of an hour increments and will be rounded up to the nearest one-tenth of an hour. Small tasks will be charged at a minimum of 0.1 hour (six minutes). Invoices will be submitted periodically charging for any time spent at the rate of \$200.00 per hour. I will bill separately for any out-of-pocket expenses, including travel, copying, postage, etc. All invoices will need to be paid within thirty days of receipt. I will include a detailed itemization of the services provided and expenses incurred with the invoice. Should any invoice not be paid within thirty days, I reserve the right to withdraw from representation.

While we will perform our professional services on behalf of the Client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about possible outcomes or results achievable are our best professional estimates only and are limited by our knowledge at the time they are expressed.

The City agrees to pay for the performance of the legal services described above and any costs incurred as set forth above. The Client agrees to fully cooperate with providing all information that will assist us in this representation. I will send copies of pertinent correspondence, documents, and other materials prepared or received by us in the course of the representation. The Client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to their attention.

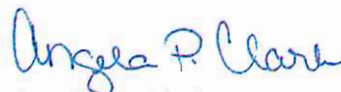
The Firm reserves the right to withdraw from representing the Client upon written notice at any time, with or without cause. Likewise, the Client may terminate the Firm's services prospectively upon written notice to the Firm. Upon termination by either the Firm or the Client, the City agrees to pay for all amounts due for services rendered and costs incurred up to the time of the notice of termination.

The Firm will protect the confidence of the Client and will not divulge confidential information concerning the Client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this Firm.

To avoid any possible conflict of interest in the representation of the Client, the Firm agrees not to undertake representation of any client charged with a crime by the Client, or in any matter in which the Client or the City of Lenoir would be considered an adverse party.

Our objective is to provide the Client with high quality legal services at a fair cost. If you have any questions at all concerning the terms of this engagement or about any matter relating to a billing statement that is unclear or appears to be unsatisfactory, we invite your inquiries. If the terms of this engagement letter are acceptable, please sign it or have the appropriate person sign on behalf of the City and return to my attention.

Sincerely,



Angela P. Clark

Terms of representation are agree to:
CITY OF LENOIR

By: _____



cc: Brent Phelps

CITY OF LENOIR
2022 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M22-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2022 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

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

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

Revenue from HOME Grant	\$1,230,918
Anticipated Program Income	<u>300,000</u>
Total Revenues	\$1,530,918

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

Downpayment Assistance (HOME Funds)	\$ 482,733
Downpayment Assistance (From Program Income Funds)	270,000
Program Income Administration	30,000
HOME CHDO (From HOME Grant HOME Funds Allocation)	195,003
Multi-Family Housing	307,000
General Program Administration	123,091
Contingency	<u>123,091</u>
Total Expenditures	\$1,530,918

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency

required by the grant agreement(s) and Federal and State regulations.

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

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

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

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

Adopted this the _____ day of _____, 2022.

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

CITY OF LENOIR
2022 COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-22-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2022 CDBG Entitlement Program.

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

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

Revenues

Community Development Block Grant	\$153,768
Total Revenues	<u>\$153,768</u>

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

Expenditures

Public Facilities (Lenoir High School)	\$123,015
Program Administration	<u>30,753</u>
Total Expenditures	<u>\$153,768</u>

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

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

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

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

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

Adopted this the _____day of _____, 2022.

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Background Information:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2022 as follows:

- **Increase revenues for the General Fund in the amount of \$905,000 due to revenues exceeding the budgeted amounts for sales tax, Powell Bill funding and cemetery lots sales.**
- **Increase expenditure lines in the General Fund in the amount of \$905,000 to allocate additional revenue and re-allocate funding by department.**
- **Re-allocate funding for the Water Fund with a zero net effect to the budget.**

Staff Recommendation:

Approve as requested

II. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

**2021-2022 Fiscal Year
Budget Amendment
Tuesday, June 7, 2022**

Request for amendments to be made to the annual budget ordinance for the fiscal year end 6/30/2022.

ITEM 1: ALLOCATE FUNDING TO THE GENERAL FUND FOR REVENUE INCREASES.

Account Number	Department	Increase	Decrease
3231	SALES TAX ART 39	208,755.82	
3232	SALES TAX ART 40	151,812.16	
3233	SALES TAX ART 42	98,043.47	
3235	SALES TAX HOLD HARMLESS	160,656.20	
3236	SALES TAX SEC 32.19	35,542.35	
3316	POWELL BILL	206,000.00	
3480	CEMETERY LOTS	45,000.00	
	TOTAL REVENUE INCREASE	905,810.00	

ITEM 2: ALLOCATE FUNDING TO THE GENERAL FUND FOR EXPENDITURES.

Account Number	Department	Increase	Decrease
4110	LEGISLATIVE		10,000.00
4120	AMINISTRATION	50,000.00	
4130	FINANCE	10,000.00	
4250	VEHICLE SERVICES	25,000.00	
4260	BUILDING MAINTENANCE	35,000.00	
4270	ENGINEERING	70,000.00	
4310	POLICE SUPPORT	290,000.00	
4311	POLICE DETECTIVE	65,000.00	
4312	POLICE PATROL	35,000.00	
4340	FIRE SUPPORT	75,000.00	
4341	FIRE SUPPRESSION	40,000.00	
4342	FIRE PREVENTION/TRAINING	8,000.00	
4510	STREET ADMIN	8,000.00	
4511	STREET MAINTENANCE		20,000.00
4511	STREET CAPITAL TRANSFER		160,190.00
4512	STREETS TRAFFIC CONTROL	20,000.00	
4710	SANITATION	215,000.00	
4740	CEMETERIES	60,000.00	
4910	PLANNING		30,000.00
6120	RECREATION ADMIN	10,000.00	
6121	AQUATIC CENTER	85,000.00	
6122	MULBERRY	10,000.00	
6123	MLK CENTER		10,000.00
6130	GROUPS	25,000.00	
4920	MAIN STREET		
		1,136,000.00	230,190.00
	TOTAL EXPENDITURE CHANGES	905,810.00	
	NET EFFECT ON THE GENERAL FUND BUDGET	905,810.00	

ITEM 3: ALLOCATE FUNDING TO THE WATER FUND FOR EXPENDITURES.

Account Number	Department	Increase	Decrease
7130	RHOODHISS PLANT		305,000.00
7131	WATER DISTRIBUTION	95,000.00	
7132	WATER RESOURCES	85,000.00	
7133	WATER ADMINISTRATION	75,000.00	
7140	WASTEWATER COLLECTIONS		250,000.00
7141	WASTEWATER PRETREATMENT	50,000.00	
7142	GUNPOWDER PLANT	50,000.00	
7143	LOWER CREEK PLANT	200,000.00	
		555,000.00	555,000.00
	TOTAL EXPENDITURE CHANGES	-	
	NET EFFECT ON THE WATER FUND BUDGET	-	

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. **Agenda Item:** Consideration of a Capital Project Budget Ordinance for the project to purchase the Joyceton Waterworks Incorporated.
- I. **Background Information:** Consideration of a Capital Project Budget Ordinance for the project to purchase Joyceton Waterworks, Incorporated and initial upgrades. The Water System Purchase Agreement with Joyceton Waterworks, Inc. is 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.
- II. **Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the project to authorize activities for the purchase of Joyceton Waterworks Inc. project in the amount of \$100,000.

III. **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

Joyceton Waterworks, Incorporated Purchase

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 project to purchase Joyceton Waterworks, Incorporated and initial upgrades. The Water System Purchase Agreement with Joyceton Waterworks, Inc. is 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. The funding will be used to purchase the system as well as initial upgrades.

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:

Purchase Joyceton Waterworks, Inc.	\$80,000.00
System Upgrades	\$20,000.00
Total	<u>\$100,000.00</u>

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

Local Funds	<u>\$100,000.00</u>
Total	<u>\$100,000.00</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 7th day of June, 2022

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item:

Budget Amendment - Request for an amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2022

II. Background Information:

Request for an amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2022 as follows:

- Budget Amendment:
 - o Item 1: Adjustment to the Water Fund Budget to allocate funding for the Joyceton Waterworks, Inc Purchase Project approved on 5/17/22.

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Donna Bea*

Public Works/Public Utilities

Director: Planning Director:

Recreation Director:

**2021-2022 Fiscal Year
Budget Amendment
June 7th 2022**

Request for an amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2022 as follows:

ITEM 1: Adjustment to allocated funding for the Capital Project Budget Ordinance for the purchase of Joyceton Waterworks, Inc. approved on 5/17/22.

Account Number	Department	Increase	Decrease
7130	Rhodhiss Plant		\$100,000.00
3990	Transfer to Joyceton Waterworks Purchase Project	\$100,000.00	
Net Effect on Fund Balance		-	-

CITY OF LENOIR**COUNCIL ACTION FORM: June 7, 2022****I. Agenda Item:**

Resolution accepting Prince William Drive ROW dedication and accepting newly constructed extension for city maintenance.

II. Background Information:

GTE Construction and Realty has built 220 feet of Prince William Drive to the City street standards. The attached resolution proposes the city accept the ongoing maintenance of the extension.

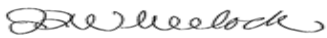
III. Staff Recommendation:

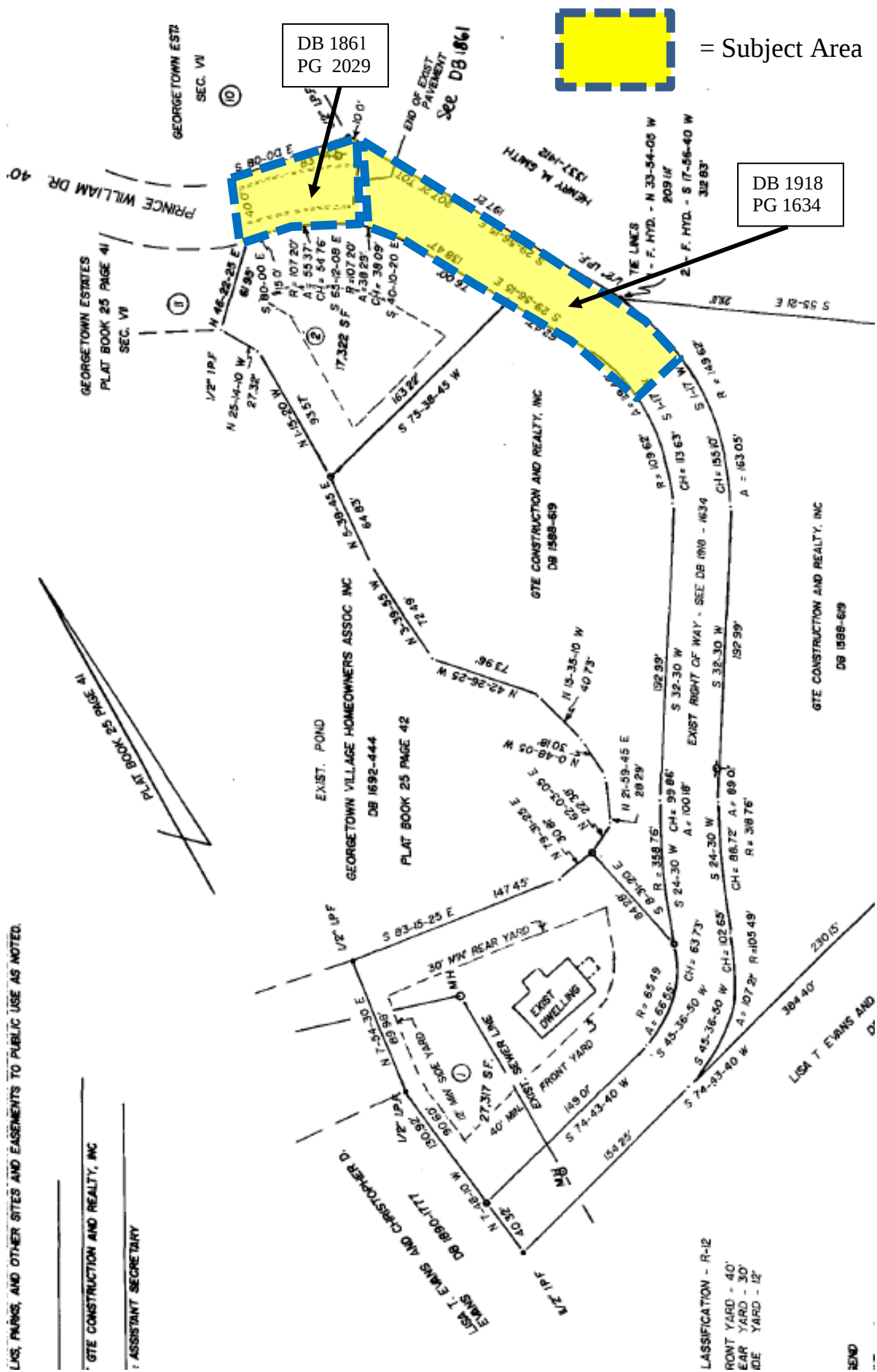
Adoption of the resolution.

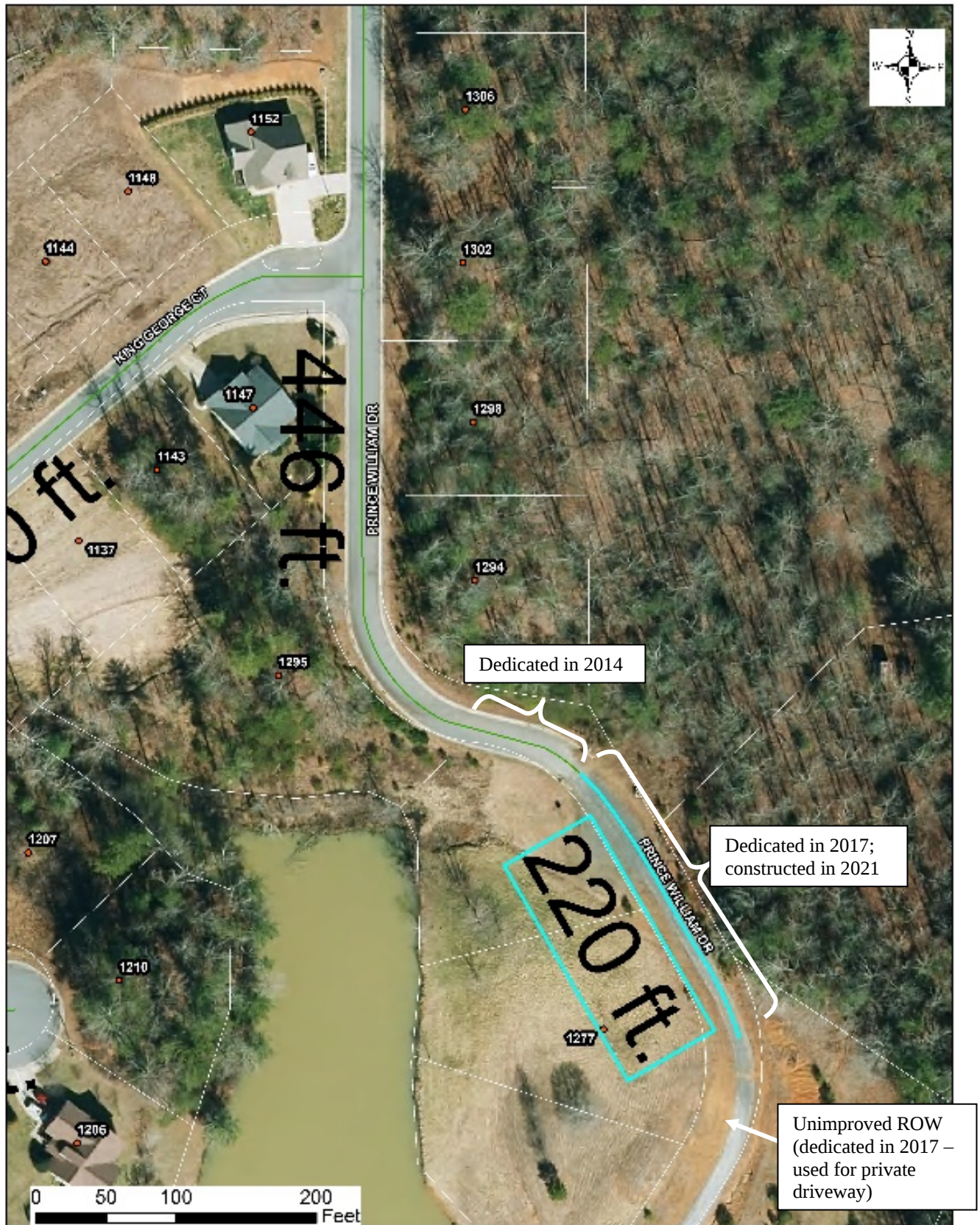
IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____





**A RESOLUTION OF THE CITY COUNCIL OF LENOIR, NORTH
CAROLINA ACCEPTING THE DEDICATION OF RIGHT OF WAY
EXTENDING PRINCE WILLIAM DRIVE AND ACCEPTING
MAINTENANCE OF IMPROVED STREETS.**

WHEREAS, in 2014 GTE Construction and Realty, Inc. dedicated a 40ft by 40 ft right-of-way extension over a section of Prince William Drive that had already been constructed to City standards but was located outside of Georgetown Section 7 platted right-of-way area; and,

WHEREAS, in 2017 GTE Construction and Realty, Inc. dedicated a 40 ft. wide right-of-way extension for future roadway construction, with the understanding that no additional lots could be subdivided unless and until the right-of-way was improved to City standards by the developer; and,

WHEREAS, in 2021, GTE Construction and Realty, Inc. constructed an additional 220 ft. of Prince William Drive, in accordance with the City standards for such an extension; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA THAT:

1. The dedication of Right-of-Way in DB 1861 PG 2029 and DB 1918 PG 1634 is hereby accepted by the City; and,
2. The constructed streets within this right-of-way, excluding private driveways, are hereby accepted by the City for maintenance.

Adopted this the 7th day of June 2022.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**



Doc ID: 009504140005 Type: CRP
Recorded: 12/17/2014 at 03:35:42 PM
Fee Amt: \$26.00 Page 1 of 5
Workflow# 0000077728-0001
Caldwell County, NC
WAYNE L RASH Register of Deeds

BK **1861** PG **2029-2033**

RIGHT OF WAY AGREEMENT

X Frank Barnes ✓
CITY OF LENOIR

LENOIR TOWNSHIP

CALDWELL COUNTY

STATE OF NORTH CAROLINA

Forty foot (40') wide Prince William Drive street widened to approximately forth feet (40') with below- described forty feet (40') extension.

Grantor: GTE Construction & Realty, Inc.

For an in consideration of the sum of Ten dollars and other valuable consideration, the receipt of which is hereby acknowledges, the undersigned Grantors and owners of property, have bargained and sold, and by these presents do grant, bargain, sell, convey, and transfer, and deliver unto the CITY OF LENOIR, it successors and assigns, a municipal corporation of Caldwell County, North Carolina, the permanent right-of-way and easement herein described and do release the City of Lenoir from all claims for damages by reason of said right-of-way across the lands of the undersigned, and or past and future use thereof by the city, its successors and assigns, for all purposes for which the city is authorized by law to subject such right-of-way and easement, said rights-pf-way and easement being a tract forty feet (40') tract of property located at the end of Prince William Drive, a street within the city limits of the CITY OF LENOIR and more particularly described as follows:

See attached Schedule "A"

This right-of-way for public street is for the purpose of extending the right-of-way for Prince William Drive. This right-of-way and sanitary sewer easement includes the perpetual right to enter upon the real estate hereinafter referred to, at any time it may see fit, and construct, maintain, and repair a public street and/or one or more sanitary sewer lines for the purposes of public transportation and conveying and carrying sanitary sewage over, across through, and under the lands hereinafter referred to, together with the right to excavate and refill ditches and /or trenches for the location of said pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said lines.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of the said respective properties designated and listed on the above-reference survey plat; that they have the right to grant this right-of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this the 10th day of December, 2014.

GTE Construction & Realty, Inc

BY: Thomas Franklin Barnes

President

State of North Carolina Caldwell County

I, a Notary Public of the County and State aforesaid, certify that T Frank Barnes personally appeared before me this day and acknowledged that he is President of GTE Construction & Realty, Inc., and as President, being authorized to do so, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 10th day of December, 2014.

My commission expires Oct. 1, 2017 Jacqueline Sigmon Notary Public

This Agreement has been accepted by the City of Lenoir.



City of Lenoir

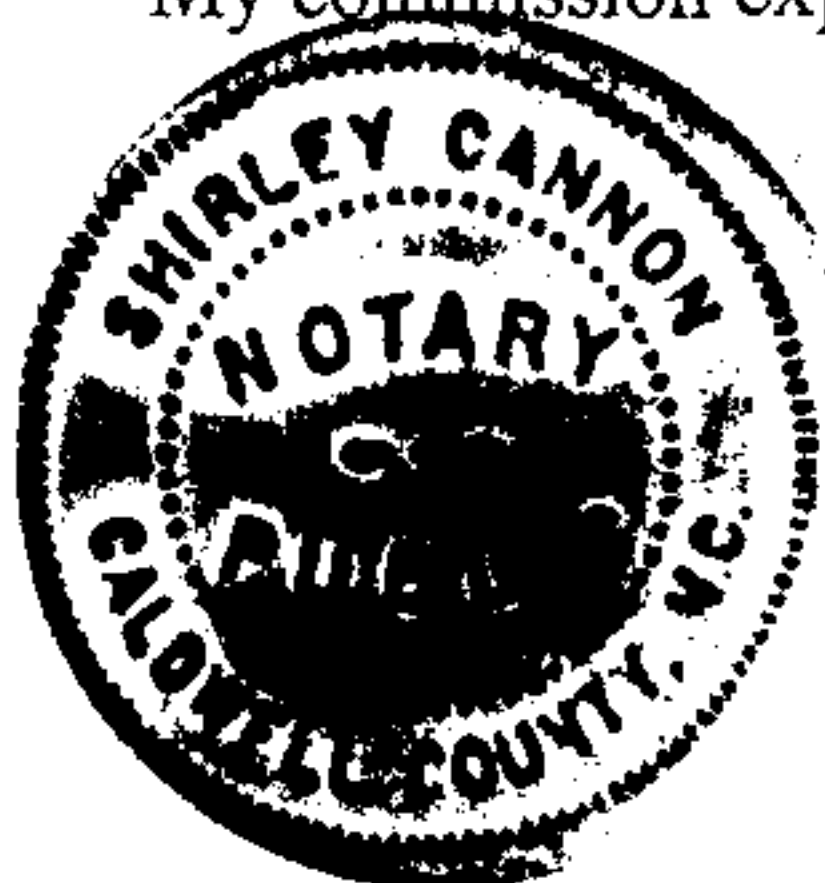
By: _____

State of North Carolina Caldwell County

I, a Notary Public of the County and State aforesaid, certify that W. Lane Bailey personally appeared before me this day and acknowledged that he/she is City Manager of the City of Lenoir and as City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein expressed. Witness my hand and official stamp or seal, this 12th day of December, 2014.

My commission expires 9-21-19

Shirley Cannon Notary Public
Shirley Cannon



Schedule A

Beginning at an iron pin located where the existing right of way for Prince William Drive ends as shown on Plat Book 25 at Page 41 of the Caldwell County Registry, said iron pin also being a corner of Lot No. 11, Section VII of Georgetown Estates as recorded in Plat Book 25 at Page 41 and running thence with the end of the existing right of way of Prince William Drive N $10^{\circ}-00'$ E 40.00 feet to a point in the line of Lot No. 10 of said Section VII of Georgetown Estates and running thence with Lot No. 10 S $80^{\circ}-00'$ E 83.74 feet to an iron pin, a corner of Henry M. Smith (Deed Book 1337 Page 1412) and running thence with property of Henry M. Smith S $29^{\circ}-56'-15''$ E 10.00 feet to a point and running thence S $35^{\circ}-37'-45''$ W 51.37 feet to a point and thence with the arc of a circular curve to the left and having a radius of 107.20 feet and a chord bearing and distance of N $65^{\circ}-12'-08''$ W 54.76 feet to a point and thence N $80^{\circ}-00'$ W 15.00 feet to the point of beginning.

BK 1918 PG 1634 - 1637 (4)

This document presented and filed:
05/11/2017 01:19:12 PM

Fee \$26.00



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

✓ Frank Barnes

RIGHT OF WAY AGREEMENT

CITY OF LENOIR

LENOIR TOWNSHIP

CALDWELL COUNTY

STATE OF NORTH CAROLINA

Forty foot (40') wide Prince William Drive street extension.

Grantor: GTE Construction & Realty, Inc.

For and in consideration of the sum of Ten dollars and other valuable consideration, the receipt of which is hereby acknowledges, the undersigned Grantors and owners of property, have bargained and sold, and by these presents do grant, bargain, sell, convey, and transfer, and

TFB

deliver unto the CITY OF LENOIR, its successors and assigns, a municipal corporation of Caldwell County, North Carolina, the permanent right-of-way and easement herein described and do release the City of Lenoir from all claims for damages by reason of said right-of-way across the lands of the undersigned, and or past and future use thereof by the city, its successors and assigns, for all purposes for which the city is authorized by law to subject such right-of-way and easement, said rights-of-way and easement being a forty feet (40') tract of property located at the end of Prince William Drive, a street within the city limits of the CITY OF LENOIR and more particularly described as follows:

See attached Schedule "A"

This right-of-way for public street is for the purpose of extending the right-of-way for Prince William Drive. This right-of-way and utility easement includes the perpetual right to enter upon the real estate hereinafter referred to, at any time it may see fit, and construct, maintain, and repair a public street and /or one or more sanitary sewer or water lines for the purposes of public transportation and conveying and carrying sanitary sewage and/or water over, across through, and under the lands hereinafter referred to, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said lines.

The GRANTEE assumes no responsibility to open or maintain any streets, easements, rights-of-way, or other lands described herein and accepted hereby for public purposes until in the opinion of the City Council it is in the public interest to do so. The granting of this ROW does not allow for the further subdivision of new development lots without improving the street to City standards at the expense of the subdivider or developer.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of the said respective properties designated and listed on the above reference survey plat; that they have the right to grant this right-of-way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this the 11 day of May, 2017.

GTE Construction & Realty, Inc.

BY: Mark Barnes

President

State of North Carolina Caldwell County

I, a Notary Public of the County and State aforesaid, certify that T Frank Barnes personally appeared before me this day and acknowledge that he is President of GTE Construction & Realty, Inc., and as President, being authorized to do so, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 11th day of May, 2017.

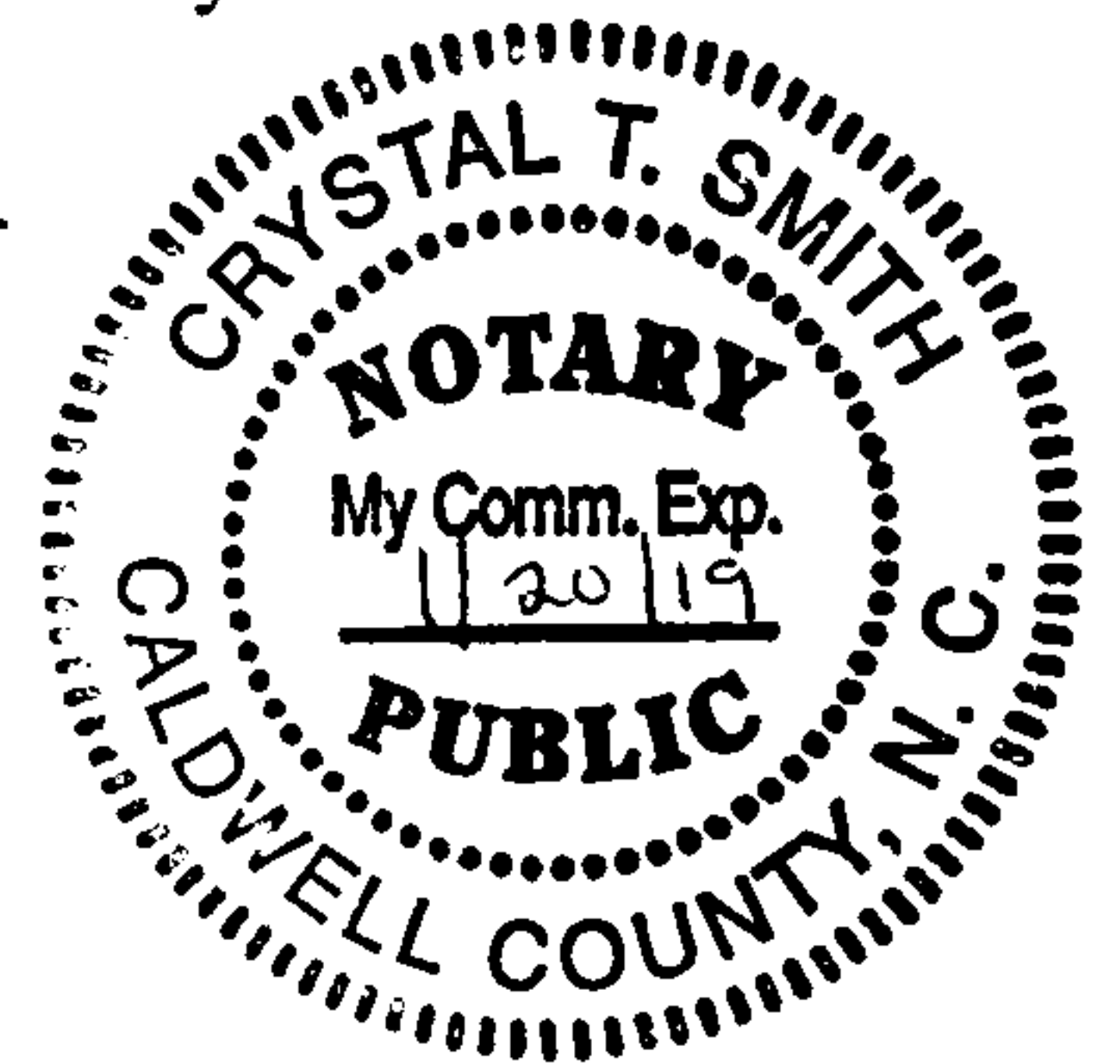
My commission expires 11/20/2019 Crystal T. Smith Notary Public

Crystal T. Smith

This Agreement has been accepted by the City of Lenoir.

City of Lenoir

By: Scott E. Hildebran



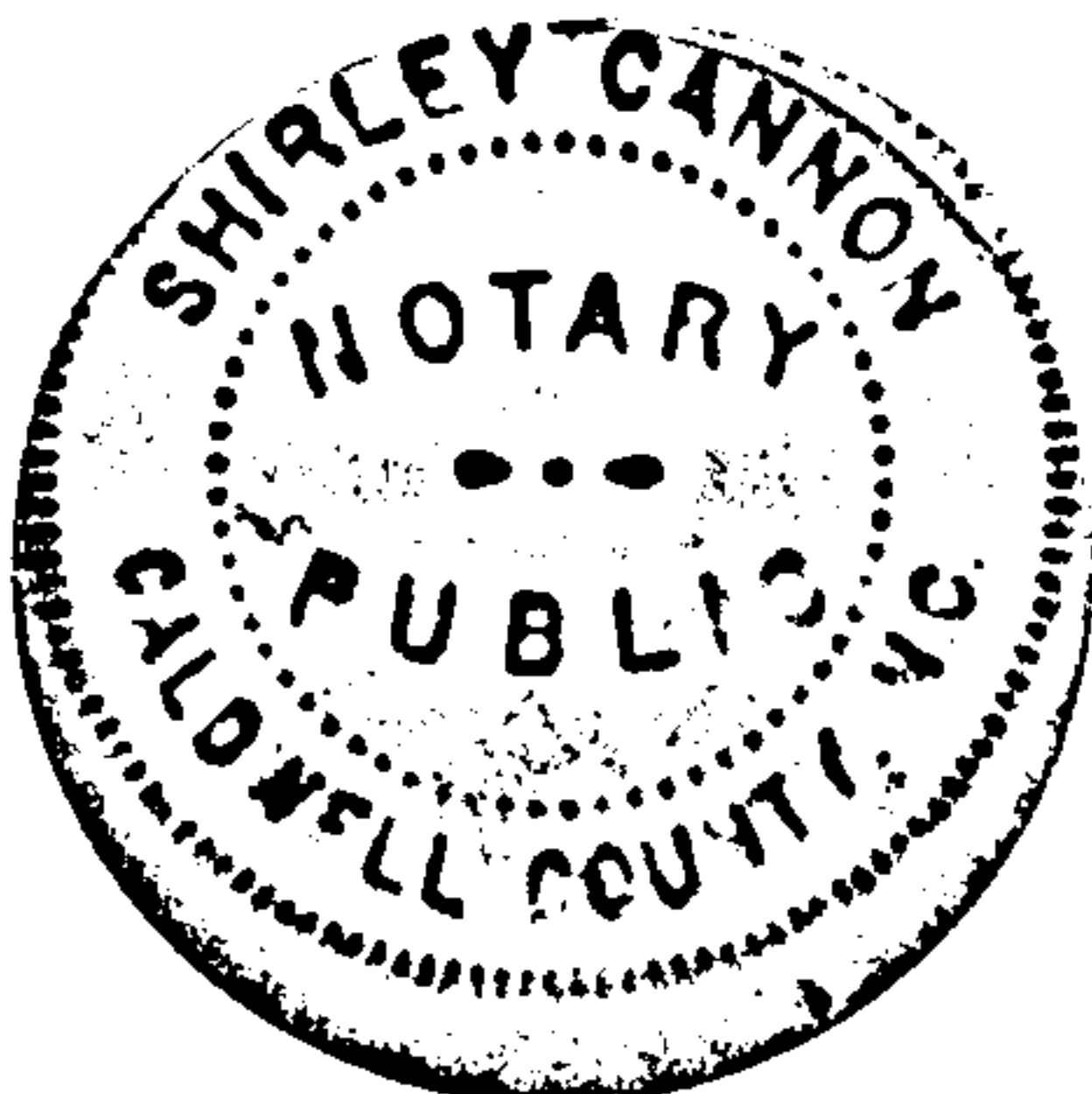
I, a Notary Public of the County and State aforesaid, certify that

Scott E. Hildebran personally appeared before me this day and acknowledged that he/she is City Manager of the City of Lenoir and as City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein expressed.

Witnessed my hand and official stamp or seal, this 11th day of May, 2017.

My commission expires 9-21-2019 Shirley Cannon Notary Public

Shirley Cannon



SCHEDULE "A"

Description for right of way agreement
(Prince William Drive Extension)

Beginning at a point where the existing right of way of Prince William Drive ends, said beginning point being located in the line of Henry M. Smith (Deed Book 1337 Page 1412) and also being located S 29°-56'-15" E 10.0 feet from an iron pin, a corner of Lot No. 10, Section VII of Georgetown Estates as recorded in Plat Book 25 at Page 41 and running thence with the property of Henry M. Smith S 29°-56'-15" E 197.21 feet to an iron pin and running thence with the arc of a circular curve to the right having a radius of 149.62 feet and a chord bearing and distance of S 1°-17' W 155.10 feet to a point, thence S 32°-30' W 192.99 feet to a point and running thence with the arc of a circular curve to the left having a radius of 318.76 feet and a chord bearing and distance of S 24°-30' W 88.72 feet to a point and running thence with the arc of a circular curve to the right having a radius of 105.49 feet and a chord bearing and distance of S 45°-36'-50" W 102.65 feet to a point in the line of Lisa T. Evans (Deed Book 1890 Page 1777) and running thence with said Evans property S 74°-43'-40" W 154.25 feet to an iron pin and thence N 7°-48'-10" W 40.32 feet to an iron pin and thence N 74°-43'-40" E 149.01 feet to an iron pin and running thence with the arc of a circular curve to the left having a radius of 65.49 feet and a chord bearing and distance of N 45°-36'-50" E 63.73 feet to an iron pin and running thence with the arc of a circular curve to the right having a radius of 358.76 feet and a chord bearing and distance of N 24°-30' E 99.86 feet to a point and thence N 32°-30' E 192.99 feet to a point and running thence with the arc of a circular curve to the right having a radius of 109.62 feet and a chord bearing and distance of N 1°-17' E 113.63 feet to a point, thence N 29°-56'-15" W 138.47 feet to a point and running thence with the arc of a circular curve to the left having a radius of 107.20 feet and a chord bearing and distance of N 40°-10'-20" W 38.09 feet to a point, the end of the existing right of way of Prince William Drive (Deed Book 1861 Page 2029) and running thence with the end of the existing right of way of Prince William Drive N 35°-37'-45" E 51.37 feet to the point of beginning.