



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MARCH 7, 2023
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Annual Report: Police Chief Brent Phelps will present the Department's 2022 Annual Report to City Council.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 21, 2023 as submitted.
- B. Written Order Approving Preliminary Plat: City Council consideration of a Written Order confirming their decision regarding the Preliminary Plat for Hillhaven Place per the Lenoir Code of Ordinances §§19-61 through 19-65.
- C. Freese and Nichols, Inc. Professional Services Agreement; Amendment #1: Staff recommends approval of Amendment #1 to the Professional Services Agreement with Freese and Nichols for the completion of a Utilities Facilities Condition Assessment, as proposed, for an additional service fee in the amount of \$49,700.00 as submitted.
- D. Lease Agreement; Bernhardt Industries: Staff recommends approval of a Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, will hold a public hearing to receive public comments regarding the proposed FY2023 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2023, beginning July 1, 2023 and ending June 30, 2024. The City of Lenoir serves as the Lead Entity for the Unifour Consortium.
- B. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, will hold a public hearing to receive public input and comments concerning the proposed Substantial Amendment to the FY2021 Action Plan of the City of Lenoir and the

Unifour HOME Consortium as part of the five-year Consolidated Plan, for the purpose of allocating \$4,182,773.00 in HOME-ARP funds. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG), HOME and HOME-ARP funds for fiscal year 2021, beginning July 1, 2021 and ending June 30, 2030.

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

1. The ABC Board will meet on Thursday, March 9 at 2:00 p.m.
2. The Lenoir Business Advisory Board will meet on Thursday, March 9 at 6:00 p.m. at City Hall, Third Floor.
3. The City/County Services Committee will meet on Monday, March 13 at noon.
4. The NC Main Street Conference will begin on Tuesday, March 14 through Thursday, March 16 at the Statesville Civic Center.
5. Parks & Recreation Advisory Board will meet on Monday, March 20 at 6:00 p.m. at Mulberry Recreation Center.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Appointment; Board of Adjustments: Mayor Gibbons will recommend that Curtis Baker be appointed to serve a term on the Board of Adjustments that will expire June 2026.
Note: This appointment was announced at the February 21, 2023 City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT



City of Lenoir Police



Council Action Form

I. Agenda Item:

2022 Annual Report to present to Council at the next available council meeting.

II. Background Information:

Department stats for the year 2022 for Council Review (follows)

III. Staff Recommendation:

IV. Reviewed by:

City Attorney: _____

Date: _____

City Manager: _____

Date: _____

Police Chief:  _____

Date: 2/23/2023



Chief Brent Phelps
Annual Report
2022



LENOIR POLICE DEPARTMENT ANNUAL REPORT

FROM OUR CHIEF

We have been very busy this year; several lengthy projects were completed and are mentioned in this Annual Report.

There were a few retirements in 2022; which in turn, created areas of growth for our employees. Several were promoted to new positions. Recruitment continues to be a concern for us, as well as surrounding agencies. We are experiencing staff vacancies at troubling levels. A few newly hired employees left during field training, and still others who stepped down from full-time to part-time to explore job opportunities outside of law enforcement or to return to school.

We completed a Risk Management Review through the NC League of Municipalities. Department policies and practices were analyzed by league staff to verify that our agency is operating at state and national levels of law enforcement. League staff completed an on-site review as a part of the process. After passing the assessment, Matthew Selves from the NC League of Municipalities presented us with a plaque at a city council meeting in May.

Along with agencies across the country, we continue to experience a rises in overdoses, mental health concerns, and homelessness. In 2022, our officers continued to work with community members and resource agencies to assist in these areas of concern. We will continue to pursue all viable options in the future.

Law Enforcement, as a profession, is working to improve the areas of mental health and wellness for its staff members. We realize the need to provide better assistance to the men and women who are taking care of our communities. Therefore, we took the lead in coordinating with several surrounding agencies and creating the first certified Critical Incident Stress Management (CISM) Team for Law Enforcement in the state. Officers from Lenoir, Hickory, Morganton, and Longview attended training at our agency to receive certification. The full CISM Team will provide needed in-house debriefings at each agency; they will be activated and utilized at all major incidents.

Our staff continues to diligently work to provide the best services possible to our city. We hope that you take the time to review the information in this report and find it useful. Please contact our office if you have any concerns or questions. Thank you.



2023 "Bookbags for Kids" Calendar Photo (courtesy of local business ads, SGT Chris Bumgarner and Royce Publications)



LENOIR POLICE DEPARTMENT ANNUAL REPORT

MISSION STATEMENT

It is the mission of the Lenoir Police Department to work in partnership with the community to anticipate, define, and meet the needs of our city in the areas of public safety, community well-being, and law enforcement.

VISION STATEMENT

It is the vision of the Lenoir Police Department to continue our pursuit of excellence by providing the highest quality of police services, enhancing public safety, and improving the quality of life for future generations.

CORE VALUES AND PRINCIPLES

*We, as members of the Lenoir Police Department, believe in the **Core Values** of:*

***Mutual Respect** of the unique qualities of each individual who contributes to the overall well-being of our department and the community we serve;*

***Integrity and Ethical Behavior**, serving all people with honesty, compassion, and respect;*

***Open Partnership** between the police and the community;*

***Public Service** to be responsive, courteous, and effective;*

***Professionalism** by staying current with new trends and standards in the field of law enforcement;*

*We, as members of the Lenoir Police Department, exercise the **Core Principles** of:*

***Courage** to do what is morally and legally solid, despite fear of criticism, retribution, or physical injury;*

***Character** to serve first, then lead, in a fair, honest, and ethical manner;*

***Accountability** in holding ourselves and our colleagues to an unimpeachable standard of professional behavior and service.*



MEET OUR COMMAND STAFF



Chief of Police

Brent Phelps

828-757-0471

phelps@ci.lenoir.nc.us



Support Services Division

Captain Couby Stilwell

828-757-2104

stilwell@ci.lenoir.nc.us



Criminal Investigations Division

Captain Andy Wilson

828-757-2125

awilson@ci.lenoir.nc.us



Patrol Division

Captain Brian Smith

828-757-2155

bsmith@ci.lenoir.nc.us



LENOIR POLICE DEPARTMENT ANNUAL REPORT

SUPPORT SERVICES

Calendar year 2022 ushered in a number of personnel changes. The department hired a total of 11 F/T employees (6 Officers, 2 Trainees, 2 Telecommunicators, and 1 Secretary) and hired 2 P/T Telecommunicators. The department lost a total of 16 F/T employees (11 officers, 4 Telecommunicators, and 1 Secretary) and lost 2 P/T employees (1 Officer and 1 Telecommunicator). Of the 16 F/T employees who left, 2 Retired (1 stayed P/T), 4 transferred to P/T, 4 resigned before completing field training, and 6 went on to pursue other opportunities.

Support Services ran promotional processes for the positions of Corporal, Sergeant, and Lieutenant during the year. This was necessary to prepare for 1st quarter 2023, when several supervisors retire from the agency. The training division, along with other supervisors, attended various BLET programs in our county and surrounding counties in order to recruit potential officers for the department.

Telecommunicators were recognized during National Telecommunicators Appreciation Week. Dustin Eller was promoted to Communications Director, was voted 2nd place dispatcher in Best of Caldwell and Employee of the Year by staff. Jackie Kerley accepted the role as Evidence Technician (re-classified to a civilian position). Our female staff members were recognized during International Women's History month, for their phenomenal work in the public safety field.

Our agency enrolled in the North Carolina League of Municipalities Risk Assessment program this year and received a certificate. We plan to renew every 3 years, with policies and practices being analyzed to ensure our department is operating at state and national levels of law enforcement. We passed our state audit of training and personnel files and performed our annual review of CJLeads and Linx.

The following facility improvements took place during the year: 3 card readers installed on employee only entrance doors, new wheelchair ramp and stonework for re-designed front entrance, new sign in front that lights up at night, and a new stair stepper machine in the gym.

The communications center saw an increase in calls for service. Turnover throughout the year has made meeting the needs of the community and their area of responsibility more difficult. During calendar year 2022, the center received 60,486 total phone calls. Of those calls, 7,117 were processed as 911 emergency calls. The communications center handled 11,439 non-911 calls for service and 19,247 officer-initiated calls. In addition, personnel processed and received 458 after-hours water and sewer service calls for the city, and 21 documented requests for translation services from Apr - Dec. We have been fortunate in having 2-3 bilingual officers to meet this need.

Our agency partnered with Caldwell County to determine the feasibility of combining our two E-911 centers. Consolidation is the ultimate goal of the state 911 board; they have developed funding priorities that will affect the City's future operations, as well as heavily impact funding requirements for our center. It may be in the city and county's best interest to combine resources to meet the community needs.

The following employees completed the Advanced Law Enforcement Certificate Program: R. C. Shumate, Tyler Sanders, and Marshall Ruppard. At year end, we had a total of 32 officers holding either an Intermediate (5) or Advanced (27) Certificate, which on a percentage is 65% of the 49 full time sworn officers on hand at 12/31. This percentage of officer certification earns the City of Lenoir a 7% discount on law enforcement liability insurance.

Captain Couby Stilwell served as an advisor for the Shelter Home Board of Directors. When fully staffed, this division is made up of 19 full-time employees to include Logistics, Training, Property & Evidence, Communications & 911 Center, Records & Admin Personnel, 8-10 part-time telecommunicators, and 4 Volunteer Chaplains.

Chief Brent Phelps served as a member of the Robin's Nest Children's Advocacy Center Board of Directors, the Domestic Preparedness Region 8 Team, Caldwell County Incident Management Response Team, PELAA, and Vice President for the NC FBINAA Chapter. He received the Municipal Administration Certificate from UNC Chapel Hill School of Government, and was involved in a number of community events and task forces throughout the year.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMINAL INVESTIGATIONS DIVISION

During the year, the division recognized the following: Joseph Hamrick was promoted to Detective II. Patrol Corporals Derek Brown and Tyler Sanders transferred into the division as Detectives. Detective Sanders was voted as Officer of the Year by full-time staff members and received his Advanced Law Enforcement Certificate.

The Investigations Division worked diligently with the community and inside neighborhoods to push out criminal activity of all types by investigating an array of cases in 2022 totaling 846.

In 2022, the Investigations Division continued to work strongly with Code Enforcement and Planning Department. Focused efforts resulted in 178 properties being investigated for various nuisance violations. Of the 178 investigations, 130 of those were abated either by the owner or the City of Lenoir.

In coalition with the North Carolina Alcohol Law Enforcement Division's Nuisance Abatement Unit, a residence on Oak Street underwent enforcement by the Lenoir Police Department and city officials. This case began in July 2022 after a number of complaints. Over several years, the property and previous owner generated over two hundred fifty (250) calls for service. Many of those calls were criminal nuisance related; however, in one fashion or another, most all departments within the City have been exposed to this property and its previous owners, resulting in a continuous consumption of City resources. A resolution was found with a Consent Judgement into the Caldwell County Superior Court. At the completion, the previous owner sold the property and new owner(s) starting renovations with an anticipated completion date in 2023. This is one example of the continual efforts made to clean up areas in the City.

Investigators worked 99 opioid-induced overdoses that have negatively affected so many families. This number almost doubled from the 54 reported in 2021. Narcotics Investigators seized \$1,314,701 worth of illegal narcotics within the City of Lenoir and \$2,524,317 worth of illegal narcotics while assisting other agencies. Cases of criminals illegally distributing these various forms of deadly narcotics to our citizens continues to be a top priority.

Through continued support of city council, city staff and citizens, Investigators have been able to obtain advanced technological audio/video equipment in order to better investigate crimes that have already occurred, as well as criminal activity in general. As our society continues to advance in terms of technology, so do persons who commit criminal acts. In order to properly and thoroughly investigate incidents throughout our city, it is imperative that we remain current with equipment needs, offer training opportunities, and network with other local, state and federal agencies. Applying all these options will provide our citizens with the tranquility they so deserve.

Sergeant Zachery Poythress served as a non-voting member of the City of Lenoir Alcoholic Beverage Control Board. Senior Detective Jason Parker served on the NC Anti-Counterfeiting Task Force.

Lieutenant Jody Herman served on the Caldwell County Child Protection / Child Fatality Prevention Team. He also served as Coordinator for the Lenoir / Caldwell County Crime Stoppers Program.

Captain Andy Wilson served on the Caldwell County Local Emergency Planning Council, as well as Board Member for the Caldwell Council on Adolescent Health and Robin's Nest Multi-Disciplinary Team. When fully staff, this division is made up of 11 sworn Investigators and a civilian Crime Analyst. The Criminal Investigation Division handles all types of investigations, to include Nuisance & Abatement, Narcotics, Alcohol Permitting & Vice, Polygraph, and Crime Stoppers.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

PATROL DIVISION

During the year, the following supervisory promotions took place: Matt Spears and Mark Coffey to Sergeant; Mitchell Foust, Jesse Massey and Shane Woodward to Corporal. Additionally, there were some transfers: Christian Lynn to Community Resources, and MPO Cesar Rubio to Hibriten High School as SRO.

In 2022, the following achievements were recognized: James Moore retired with over 28 years of service (staying on P/T as officer and Chaplain); R. C. Shumate and Shane Woodward (Traffic Enforcement & Investigations Certificate Program); Marshall Ruppard and R. C. Shumate (Advanced Law Enforcement Certificate); Cesar Rubio (School Resource Officer Certification); Martin Crisp (Post 29 Officer of the Year); Garrett Warren (3rd place Officer in Best of Caldwell); Herbert Reid, R. C. Shumate, Chris Smith, and Matt Spears (City of Lenoir Customer Service Team's Golden Tickets).

Lieutenant John Howard was recognized by the U.S. Attorney's Office for his investigative efforts as part of the investigating team during OCDETF Operation "Dixie Crystal." This case was selected by the U.S. Attorney's Office to receive the "Excellence in the Pursuit of Justice" award. The team was recognized in the "Outstanding Case" category, for its collective work involving the longest-running, most successful methamphetamine trafficking prosecution in the Western District.

Additionally, the department received national attention and praise regarding a couple of incidences: Sergeant Martin Crisp for the rescue of Kevin (the Emu) who travelled to Lenoir on foot from Moravian Falls, and MPO R. C. Shumate for his professional engagement with roaming 1st Amendment Auditors. A number of officers continued to serve on local boards, advisory groups, committees, and National Guard.

Several equipment projects were completed this year. The department ordered (22) more hand held radios for officers, which completed the replacement of all hand held radios for the department. Duty weapons were changed out with upgraded sighting systems by Sig Saur; these upgrades were purchased using drug forfeiture funds. Additionally, the department ordered (3) Hybrid police utility vehicles to review and test their efficiency.

Officers worked with community members and resource agencies to assist in a growing concern regarding the rise in homelessness inside our community. Officers went out into the community to make contact with our homeless population to try and connect these individuals with resource agencies and needed services. Officers also met with local business owners to discuss how the business owners and police department can assist individuals in their current situations. A number of camps were identified and cleaned up throughout the year.

Members of the department were actively engaged in the community: Bike events and Greenway patrol, book bags for kids; community meetings and neighborhood watches; community block parties, fairs and festivals (DHHS child safety event, fireworks, Halloween, Life Center Mental Health Youth event, Safe kids, churches' children events); department tours & touch-a-truck; downtown events (Blackberry Fest, Bootlegger/Bike Fests, Christmas Parade, Cruise-in, Firewood Smoke, Loving Spring, Madhatter, Music Madness, Nat'l Day of Prayer, NNO, Roe v. Wade Rallies, Sundown 4-mi, Tattoo Fest); Crime Stoppers fundraiser; FOP and FTO; Governor's Highway Safety Initiatives; Honor Guard (selection, fitting and detail); employee litter sweeps; Pregnancy Care Banquet, NNO representation outside Caldwell, Project Graduation; Safety Assessments; Toys 4 Tots; Turkey Tuesday; Walk for Violence.

Captain Brian Smith served on the Caldwell County Mental Health Work Group and the Caldwell County Schools Crisis Management Team. When fully staffed, this division is made up of 39 full-time sworn officers and 8-10 part-time officers. Community Resources, School Resource, Bike Patrol, K9, Rapid Ready Response, Downtown Enforcement, and Honor Guard all fall under Patrol.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

The following is a list of In-Service educational activity and training conducted throughout the year:

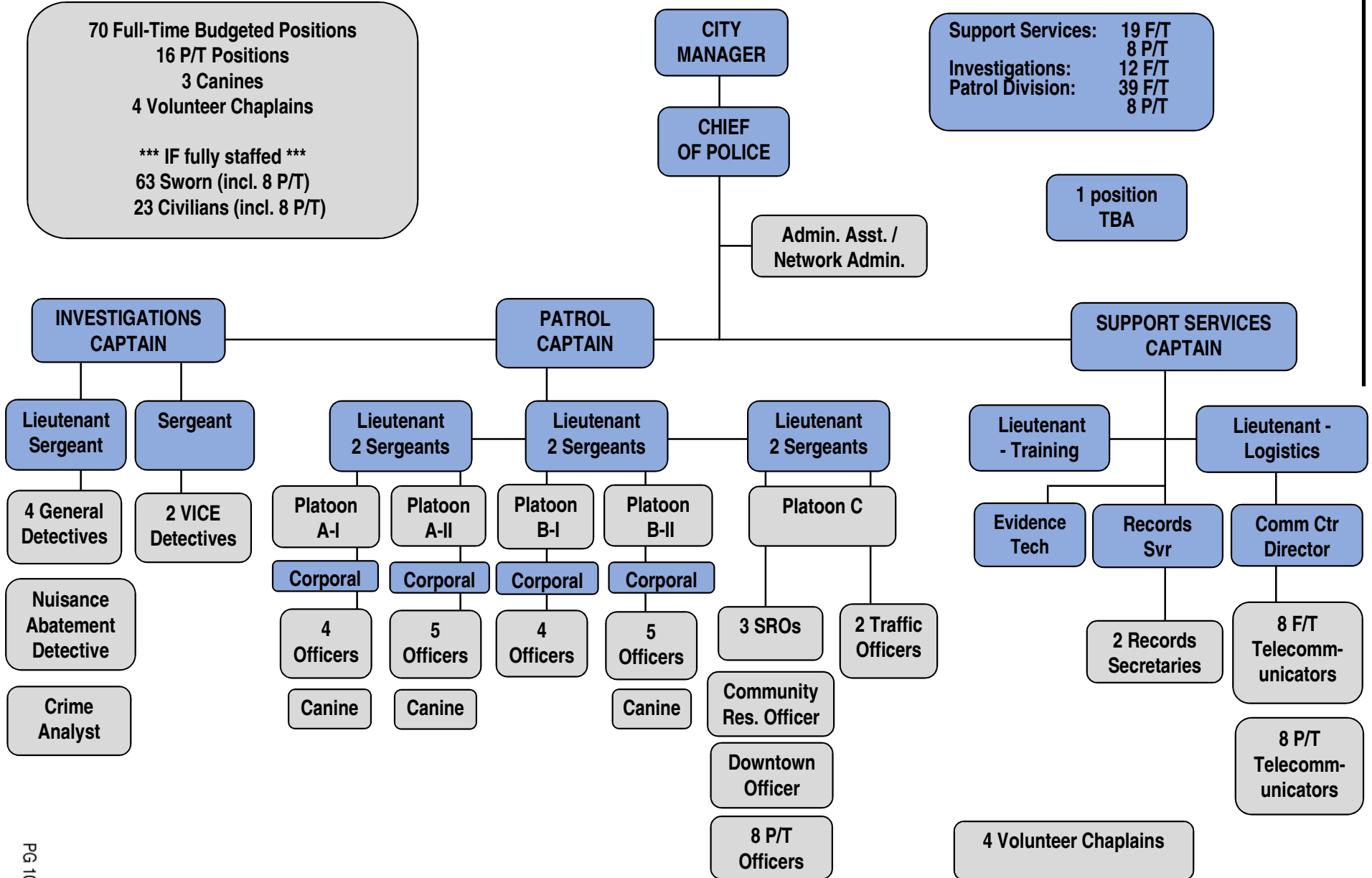
Communications & Records Training Hours	180
Broadcasting Techniques & Radio Etiquette	22
Criminal Records, DCI File Transactions & DCI General Inquiries	26
Developing Healthy Responses	20
Duty Related Trauma & Stress in the Communications Center	24
Identifying The Telecommunicators Role	22
Promoting Career Development & Survival	22
Telecommunicator's Role in Crisis Management	44
Criminal Investigations Training Hours	389
Crime Scene Investigation	160
Gangs Across the Carolinas	88
General Criminal Investigations	40
International Association of Financial Crime Investigations	29
Medicolegal Death Investigations	32
Southeastern Homicide Investigation Conference	40
Incident Command Training Hours	42
ICS-Intermediate I-300	42
Instructor Training Hours	555
Ballistic Shield Instructor	48
Firearms Instructor Certification	81
General Instructor Certification & Update	288
In-Service Training Coordinator	4
Less Lethal Instructor & Recertification	76
Specialized Physical Fitness Instructor	58
Non-Specific Training Hours	393
Bloodborne Pathogens & Hazmat	328
KnowBe4: Internet Security	7
Property & Evidence Spring Conference	40
Security Awareness Training	18
Patrol Training Hours	7127
Active Shooter Training	464
Advanced Traffic Scene Investigations & Traffic Crash Reconstruction	320
Assisting Individuals in Crisis	81
Child Passenger Safety Technique Training	32
Creating a Safety Net	124
Crash Data Collection & Roadside Interview Techniques	48
Crisis Incident Stress Management & Intervention Training	64
Dangerous Crossroads: 1st & 4th Amendments	36
Deadly Encounters for Law Enforcement	12
De-escalation (the Process), Principals & Practice, Listen & Talk	276
Defensive Driving & Driver Training (In-Service)	325
Domestic Violence: Psychology of Whether to Stay or Go	126
DSS Update	32
Ethics: Preempting Misconduct & Corruption	154



LENOIR POLICE DEPARTMENT ANNUAL REPORT

Fair & Impartial Policing	64
Field Training Evaluation Program (New Hires)	2213
Field Training Officer Training	120
Firearms Accuracy Drills, Classroom, Combat, In-Service, Situational & Qualification	1020
Honor Guard Training	232
Incorporating a Co-Response	130
Interview & Interrogation	47
Legal Update	244
Less Lethal Beanbag Gun Training	48
Motorcycle Crash Investigation & Pedestrian Crash Reconstruction	56
NCLM Classes: Response to Resistance Scenarios	11
Practicing Proactive Wellness	130
New Hire: BWC, Conduct, Driving, Garrity, Naloxone, OC, Pursuit, SCAT, Use of Force, Weapons Cleaning	102
Raising the Bar	128
Roadside Impaired Driving Enforcement & Interdiction Mastermind	24
Squad Training	9
Speed Measuring Instrument Re-Certification & Operator Instruction	96
Standardized Field Sobriety Testing	24
Subversive Groups	124
Taser Certification & Update	167
UTV Training - Ecourse Online	12
Verbal De-Escalation Techniques & Train-the-Trainer	32
School Resource Training Hours	186
Certification: C. Rubio	40
Current Trends in Marijuana & Extracts	10
NC Association of SRO Conference	96
NC DARE Training Conference (In-Service)	28
Search Warrant Training	12
Special Response Team Training Hours	1148
Basic Hostage & SWAT, 1st Responders to Barricade/Hostage Situations & Crisis Negotiations	221
Device Training: Command Initiated & Distraction	64
Sniper Course & Armorers Recertification	162
SRT Training & PT Assessment	701
Supervision & Management Training Hours	318
Criminal Justice Standards Workshop	11
FBI-LEEDA Supervisor Leadership Institute & FBI Command College	68
Investigations: Legal Responsibility	25
Leadership Development for LEO Managers	40
Media Training	55
Municipal Administration	63
Officer Virtual Academy	8
Professional Standards	48
TOTAL TRAINING HOURS	10338

Lenoir Police Department Organizational Structure





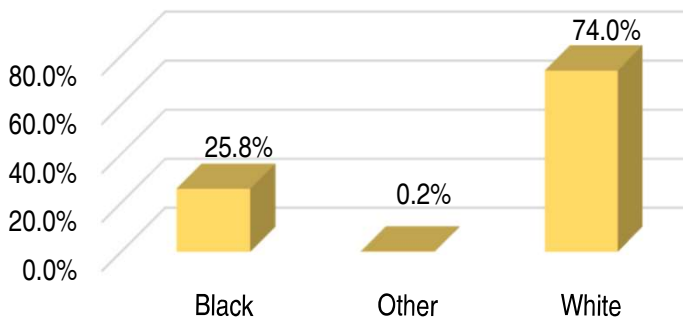
LENOIR POLICE DEPARTMENT ANNUAL REPORT

ENFORCEMENT ACTIVITY BY RACE

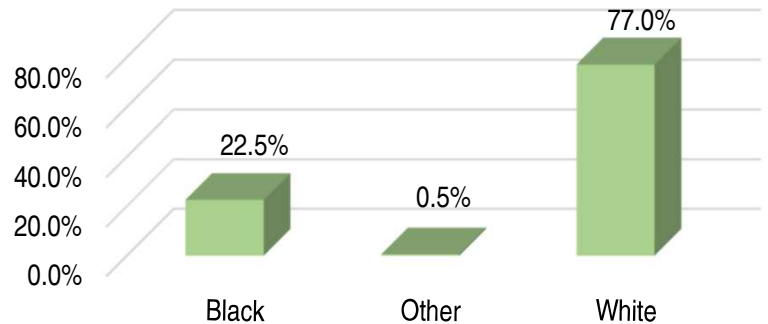
2022

	Arrests				Traffic Stops		Use of Force	
	Felony		Misdemeanor					
Black	161	25.8%	526	22.5%	515	15.0%	16	32.0%
Other	1	0.2%	11	0.5%	25	0.7%	0	0.0%
White	461	74.0%	1801	77.0%	2895	84.3%	34	68.0%
TOTALS	623	100.0%	2338	100.0%	3435	100.0%	50	100.0%

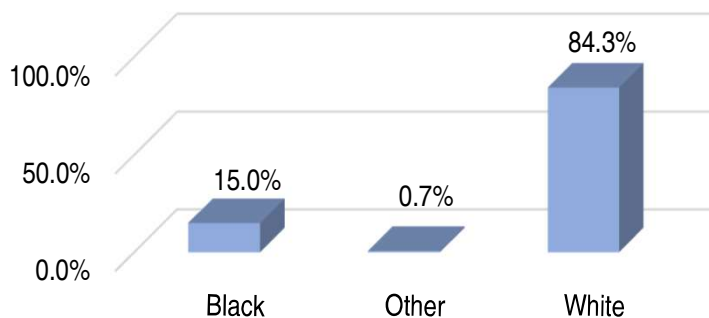
Felony Arrests



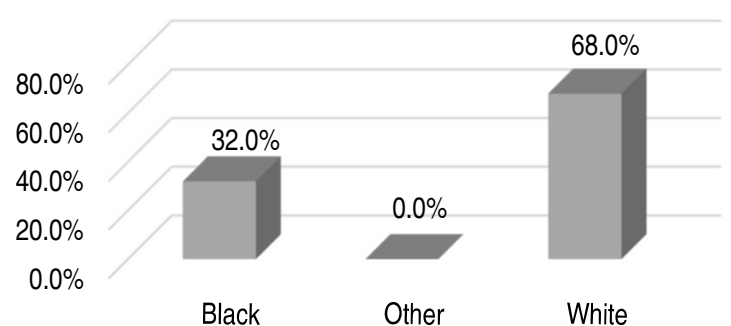
Misdemeanor Arrests



Traffic Stops



Use of Force





LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMES AGAINST PERSONS

Code	Charge Description	2019	2020	2021	2022
13A	Aggravated Assault	42	29	33	19
11D	Forcible Fondling	19	11	13	13
11A	Forcible Rape	8	17	9	20
11B	Forcible Sodomy	6	0	1	3
64A	Human Trafficking (Commercial Sex Acts)	0	1	0	0
64B	Human Trafficking (Involuntary Servitude)	0	2	0	0
36A	Incest	0	0	0	0
13C	Intimidation	15	10	14	11
09C	Justifiable Homicide	0	0	0	0
100	Kidnapping / Abduction	5	4	2	3
09A	Murder / Non-Negligent Manslaughter	0	0	2	0
09B	Negligent Manslaughter	0	0	0	0
11C	Sexual Assault with Object	3	1	1	2
13B	Simple Assault	217	173	210	324
36B	Statutory Rape	0	1	2	0
TOTALS		315	249	287	395

CRIMES AGAINST SOCIETY

Code	Charge Description	2019	2020	2021	2022
720	Animal Cruelty	2	2	5	4
40B	Assisting / Promoting Prostitution	0	0	0	0
35A	Drug / Narcotic Violations	369	276	288	290
35B	Drug Equipment Violations	157	121	112	102
39A	Gambling (Betting / Wagering)	0	0	0	0
39C	Gambling (Equipment Violations)	0	0	0	0
39B	Gambling (Operating / Promotion)	0	0	0	0
39D	Gambling (Sports Tampering)	0	0	0	0
370	Pornography / Obscene Materials	11	8	2	4
40A	Prostitution	0	3	0	0
40C	Purchasing Prostitution	0	0	0	0
520	Weapons Law Violations	31	29	45	38
TOTALS		570	439	452	438



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMES AGAINST PROPERTY

Code	Charge Description	2019	2020	2021	2022
200	Arson	3	1	5	1
510	Bribery	0	0	0	0
220	Burglary / Breaking & Entering	228	158	160	174
250	Counterfeiting / Forgery	31	15	13	10
290	Destruction/ Damage/ Vandalism of	209	163	182	198
270	Embezzlement	3	2	2	1
210	Extortion / Blackmail	0	1	0	1
26G	Hacking / Computer Invasion	0	1	1	0
26F	Identity Theft	3	4	5	5
23H	Larceny (All Other)	201	171	250	204
23D	Larceny (From Building)	66	40	36	37
23E	Larceny (From Coin-Operated Machines / Devices)	4	1	5	2
23F	Larceny (From Motor Vehicles)	85	51	94	83
23G	Larceny (Motor Vehicle Parts and Accessories)	18	22	30	18
23A	Larceny (Pick-Pocket)	3	1	0	0
23B	Larceny (Purse Snatching)	3	2	2	1
23C	Larceny (Shoplifting)	125	98	69	116
240	Motor Vehicle Theft	98	89	84	79
26B	Fraud (Credit / Debit Card / ATM)	23	37	36	48
26A	Fraud (False Pretense / Swindle / Confidence Game)	66	59	51	62
26C	Fraud (Impersonation)	4	6	1	9
26D	Fraud (Welfare)	0	0	1	0
120	Robbery	13	7	12	6
280	Stolen Property	8	6	2	4
26E	Wire Fraud	1	1	0	0

TOTALS	1195	936	1041	1059
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CRIME STOPPERS

Description	2019	2020	2021	2022
Calls Received	373	238	247	231
Crime of the Week Press Releases	19	10	0	0
Illegal Narcotics Recovered	\$20	\$34,000	\$0	\$0
Rewards Paid	\$1,950	\$2,350	\$400	\$2,550
Stolen Property Recovered	\$50,000	\$15,315	\$0	\$3,000
Total Arrests / Charges	27 / 76	22 / 64	5 / 15	3 / 3



LENOIR POLICE DEPARTMENT ANNUAL REPORT

GROUP B OFFENSES

Code	Charge Description	2019	2020	2021	2022
90A	Bad Checks	0	1	0	0
90B	Curfew / Loitering / Vagrancy	0	0	0	0
90C	Disorderly Conduct	22	11	11	20
90D	Driving under Influence	31	41	27	32
90E	Drunkenness	1	1	2	1
90F	Family Non Violent Offenses	273	265	252	216
90G	Liquor Law Violations	2	6	3	3
90H	Peeping Tom	0	0	0	1
90I	Runaways	10	10	8	13
90J	Trespass of Real Property	6	2	0	1
90Z	All Other Offenses (Person / Property / Society)	50	16	15	4
TOTALS		395	353	318	291

CALLS FOR SERVICE

Description	2019	2020	2021	2022
Alarms	1629	1498	1475	1500
Animal Complaints	316	269	349	311
Civil Disturbances	786	906	929	940
Domestic Disturbances	1032	1122	1101	1071
Field Contacts	172	88	270	303
Follow-Ups	864	691	759	1113
Foot Patrols	526	142	137	200
Incomplete 911s	2134	2115	2638	2265
Loud Noise Complaints	228	255	253	208
Special/House Checks	9678	10527	9842	9914
Stranded Motorists	711	648	590	575
Suspicious Persons	1899	1745	1993	2275
Suspicious Vehicles	2114	1655	1320	1396
Warrant Service	1997	1271	1138	1034
TOTALS	24086	22932	22794	23105

Group B offenses are non-reportable and consist of Crimes Against Society, except bad checks, runaway juvenile, and all other offenses.
Runaway juvenile is not classified as a crime by the FBI, but we feel documentation is warranted.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CANINE ACTIVITIES

Description	2019	2020	2021	2022
Building Searches	35	30	33	26
Building Search Apprehensions	7	3	4	6
Call Outs	0	0	0	0
Demonstrations	29	3	3	0
Currency Seized	\$5,728	\$240	\$0	\$518
Assist Narcotics Searches	15	17	32	16
Assist Narcotics Seizures	4	10	12	2
Narcotic Utilizations	286	309	279	151
Street Value of Seized Narcotics	\$695,579	\$52,246	\$224,682	\$21,649
Tracks	39	23	39	23
Tracks Apprehensions	6	5	5	3
Training Hours	565	238	504	158
Utilizations	355	427	373	186

CHARGES / ARRESTS

Description				
Felony Charges	2019	2020	2021	2022
Adult	841	601	589	616
Juvenile	1	4	2	1
Misdemeanor Charges				
Adult	3021	2304	2246	2276
Juvenile	59	28	34	29
TOTALS	3922	2937	2871	2922

<i>Figures to the right are arrests stemming from charges above. Involuntary Commitments are included in misdemeanor arrest totals.</i>	Felony Arrests	567	362	422	409
	Misdemeanor Arrests	2445	1836	1788	1859
	Involuntary Commitments	95	95	184	210



LENOIR POLICE DEPARTMENT ANNUAL REPORT

TRAFFIC

Description	2019	2020	2021	2022
Crashes				
Crashes with Injuries	183	159	185	167
Crashes with Property Dmg	871	854	893	885

TOTALS	1054	1013	1078	1052
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Figures to the right are included in the totals above.	Fatalities	1	0	0	5
	Hit & Runs	214	223	226	205
	Parking Lots	292	274	287	265

For the year 2022, we had 6 pedestrians injured in traffic crashes.

Tickets	2019	2020	2021	2022
Handicap Tickets Issued	2	0	3	3
Parking Tickets Issued	251	260	146	157
Parking Tickets Paid	210	193	127	157
Traffic Citations Issued	4030	3129	2450	2460
Warning Tickets Issued	2375	1370	1203	1186

Top Five Contributing Circumstances	2022
Inattention	208
Failure to Reduce Speed	180
Failure to Yield Right of Way	142
Improper Backing	93
Unable to Determine	61

Top Five Crash Locations	2022
Blowing Rock Blvd / Hospital Ave	25
Wilkesboro Blvd / Tremont Park	14
Blowing Rock Blvd / Commercial Court	12
Blowing Rock Blvd / Greenhaven - Nuway	12
Morganton Blvd / Fairview Drive	11



LENOIR POLICE DEPARTMENT ANNUAL REPORT

ADMINISTRATIVE

Description	2019	2020	2021	2022
ABC Permits	18	9	12	11
Backgrounds	15	22	10	24
Picketing / Soliciting Permits	2	1	1	1
Wrecker Inspections	6	6	7	6

COMMUNICATIONS

Description	2019	2020	2021	2022
CAD Requests DSS	206	226	244	269
Criminal History Requests	297	171	214	275
Entered CAD Calls	43111	39047	38129	38592
Interpreter Requests (all Spanish - from Apr to Dec)				21
Number of Monthly Validations	779	791	790	817
Utility Calls	380	313	442	458

RECORDS

Description	2019	2020	2021	2022
CAD Reports	\$185	\$65	\$180	\$160
Fingerprints	\$165	\$20	\$65	\$70
Parking Ticket Payments	\$1,905	\$1,165	\$965	\$625
Reports	\$335	\$150	\$220	\$205

TOTALS	\$2,590	\$1,400	\$1,430	\$1,060
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PROPERTY & EVIDENCE

Description	2019	2020	2021	2022
Evidence Destroyed	4193	912	2804	4324
Evidence Received	3061	2287	2564	2323
Evidence Inventory Total to Date	42234	44917	47079	49408

For the year 2022, 283 pounds of unused or unwanted medication was collected from our lobby drop box.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

GENERAL INVESTIGATIONS

Description	2019	2020	2021	2022
Interviews / Forensic Interviews				494 / 35
Recovered Stolen Property	\$65,833	\$134,692	\$83,752	\$718,596
Recovered Stolen Vehicles (number of)	74	69	72	67
Recovered Stolen Vehicles (value of)	\$452,025	\$391,944	\$763,344	\$481,000
Narcan Use	23	22	55	73
Overdoses	51	50	88	161
<i>Opioid Induced Overdoses</i>	23	22	54	99
Suicides	6	9	5	10
Unattended Deaths	43	46	41	58

Narcan is used to reverse fatal drug overdoses. In 2022, we were able to save 71 lives.

CASE STATUSES

Description	2019	2020	2021	2022
Open	766	552	524	469
Inactive	1105	919	928	1163
CBA (Cleared by Arrest)	444	306	309	400
Exceptionally Cleared	51	42	54	34
Unfounded	120	114	100	119

NUISANCE

Description	2019	2020	2021	2022
Offenses				
Abandoned / Junk Vehicle	30	45	10	15
Graffiti	0	0	0	0
Health and Safety	20	20	15	13
Junk and Debris	78	72	49	74
Miscellaneous	21	41	14	4
Tall Grass or Vegetation	94	56	48	72

TOTALS	243	234	136	178
Case Statuses				
City Abated	35	12	12	27
Owner Abated	115	116	65	103



LENOIR POLICE DEPARTMENT ANNUAL REPORT

NARCOTICS ACTIVITIES

Description	2019	2020	2021	2022
Arrests	100	65	68	54
Charges	173	122	135	124
Arrests While Assisting Other Agencies	0	0	0	0
Charges While Assisting Other Agencies	0	0	0	0
Cases Opened or Initiated Within City Limits	230	191	178	189
Cases Opened or Initiated While Assisting Other Agencies	41	27	50	33
Cash and Property Seized	\$133,194	\$25,096	\$62,517	\$859,674
Cash and Property Seized While Assisting Other Agencies	\$12,940	\$0	\$49,537	\$205,506
Illegal Narcotics Seized	\$805,754	\$91,079	\$483,250	\$1,314,701
Illegal Narcotics Seized While Assisting Other Agencies	\$411,886	\$263,752	\$1,857,218	\$2,524,317
Knock and Talks	57	8	15	15
Search Warrants	86	92	55	94
Total Assists and Joint Investigations	41	27	50	33
Vehicle Seizures	0	0	0	2



*Images of
a 2022
Seizure*





LENOIR POLICE DEPARTMENT ANNUAL REPORT

NARCOTICS CONFISCATED

Description		2022
Drug Name	Quantity	Value
Acetam / Oxycodone	1.5 du	\$8
Acetaminophen / Oxycodone	3 du	\$30
Alprazolam	23 du / 11 gm	\$122
Buprenorphine Hydrochloride	6 du / 18.5 gm	\$195
Buprenorphine Patches	2 du	\$100
Cleansing Drink	131 du	\$3,767
Clonazepam	24 du	\$78
Cocaine	326.9 gm	\$32,640
Crack Cocaine	46.2 gm	\$6,320
Depressants	6.2 gm	\$100
Fake Urine Kits	75 du	\$2,134
Fentanyl	1173.3 gm	\$703,980
Fentanyl (Pain Patch)	1 du	\$150
Heroin	83 gm	\$49,800
Heroin / Fentanyl	1.6 gm	\$960
Hydrocodone/Acetamip	11 du	\$110
LSD	1 du	\$5
Marijuana	40473.5 gm	\$323,837
Marijuana Cookies	5.1 gm	\$41
Marijuana Wax	116.4 gm	\$931
MDMA	28.1 du	\$700
Methamphetamine	1251.9 gm	\$186,742
Mushrooms	3.3 gm	\$231
Oxycodone	97 du	\$1,825
Oxycodone Hydrochloride	34.7 du	\$2,860
Percocet	7 du	\$175
Pills	166.5 du / 28.2 gm	\$14,722
Prescription Pills	103 du	\$1,545
Roxicodone Pills	20 du	\$300
Suboxone Strips	5 du	\$50
THC Gummies	116.3 gm	\$930
THC Liquid	3456 gm	\$27,648
Unknown Drugs	2.8 gm	\$10
Unknown Powder	10.6 gm	\$10
Vape Cartilage	169.4 gm	\$1,352
Xanax	45 du	\$450
TOTAL		\$1,364,858



LENOIR POLICE DEPARTMENT ANNUAL REPORT

For Alcoholic Beverage Commission Board reporting purposes, listed below are alcoholic violations and drug charges from inside the city limits of Lenoir for the last 4 years:

ALCOHOLIC VIOLATIONS

Description	2019	2020	2021	2022
Consuming at an Off-Premise Establishment	1	0	0	1
Consuming Underage of 21	1	0	0	0
Contributing to the Delinquency of a Minor	3	0	5	0
Defrauding an Alcohol/Drug Screening Test	1	0	0	0
Driving Under the Influence	0	19	8	0
Driving While Subject to Impairing Substance	36	16	11	25
Disorderly Conduct	0	0	1	0
Driving While Impaired	7	13	14	2
Driving While License Revoked Impaired Revocation	2	2	0	0
Drunkenness	1	1	5	0
Hold Until Sober	34	15	7	7
Impaired Driving Revocation	0	3	5	4
Intoxicated and Disruptive	18	13	4	3
Open Container in a Vehicle	2	0	0	3
Possess Sale of Non Taxed Alcoholic Beverage	1	0	0	0
Possessing Open Container in Passenger Area	4	0	0	0
Public Consumption	1	0	0	1
Sell/Give Malt Beverage and/or Unfortified Wine to < 21	1	0	0	0
Transporting Open Container	1	0	0	0
TOTALS	114	82	60	46

DRUG CHARGES

Description	2019	2020	2021	2022
Felony Drug Charges	259	164	235	115
Misdemeanor Drug Charges	164	86	244	157
TOTALS	423	250	479	272



THE ROLE OF THE SCHOOL RESOURCE OFFICER (SRO)

The SRO fulfills 3 primary roles within our school community. The first role is that of a police officer with a mission of keeping order on campus and legal authority to arrest if required. This role is important; for without order, learning cannot take place. In the event of criminal activity on campus, the SRO's ability to intervene immediately can make the difference between life and death. Secondly, the officer is a resource to teachers in areas of law enforcement that have classroom applications (i.e. traffic laws, drug laws, law related educational topics). Finally, the officer plays a role of counselor and frequently uses their network of contacts with other school and community resources to help address various social problems faced by students.

The SRO Program for the City of Lenoir had its beginning in the fall of 1994, when the Lenoir Police Department formed a community partnership with Hibriten High School. This partnership utilized police officers that were assigned to the patrol district in which Hibriten High School was located, to patrol the campus on foot during peak activity times, as other calls for service permitted.

In August of 1995, this partnership expanded to encompass the Caldwell County Board of Education, which joined the police department with joint financing of a full-time SRO for Hibriten High School. During the 2008/2009 school year, the Caldwell County Board of Education agreed to pick up 100% of the financing for the SRO at William Lenoir Middle School, with D.A.R.E. (for elementary students) being picked up by a newly created "Community Resource Officer" position paid through the police department. During the 2018/2019 school year, the School Board partnered with us for 100% financing of a newly created SRO position to primarily work at New Horizons Elementary School, as well as part-time at Valmead and West Lenoir Elementary Schools. Responsibilities of the SRO: investigation of criminal activities and incidents; enforcement of laws; traffic control; campus parking permit control; teaching law related education; coordinating the security for school events; interacting with faculty and students to promote mutual respect between the school and law enforcement; and providing counseling for personal, scholastic, family, or law related problems.

The SRO for Hibriten High School (HHS) is Master Patrol Officer Cesar Rubio. MPO Rubio created and managed Incident Action Plans for all home sporting/special events held at HHS. SRO Rubio assisted in numerous conferences with parents, staff, and students. He conducted (5) lockdown drills and assisted Administration with Fire Drills and Safety Assessments. SRO Rubio investigated a total of (24) Juvenile Complaints, (5) traffic crashes on Hibriten Campus, and filed (18) school related incident reports. He spoke with several classes on the topic of Law Enforcement and school safety.

The SRO for William Lenoir Middle School (WLMS) is MPO Chris Smith. SRO Smith answered (86) calls for service at the school, took (29) incidents reports and filed (15) juvenile petitions. Five lock-downs and (5) fire drills were conducted. SRO Smith worked (8) specialty events for the school and mentored several kids during the school year. He held counseling sessions and assisted in parent teacher conferences. SRO Smith received a golden ticket award from the City of Lenoir's Customer Service Team for providing gas to a teacher who ran out as she arrived at school. He assisted Community in Schools with providing bags for the hungry and less fortunate. SRO Smith also assisted the technology class at WLMS on (2) classroom projects.

The SRO for Horizons Elementary School (HES) is Master Patrol Officer Jason Ramsey. SRO Ramsey is also the P/T SRO for Valmead Elementary School (VES). At HES, he responded to (63) calls for service, filed (38) incident reports and (18) juvenile petitions, held (3) lock-down drills, and assisted in fire drills. At VES, SRO Ramsey responded to (42) calls for service, filed (8) incident reports and (0) juvenile petitions, and held (3) lock-down drills. He also counseled multiple students on decisions making, based on their behavior and consequences of their bad decisions.



COMMUNITY RESOURCE OFFICER

The Community Resource Officer is MPO Christian Lynn, who began the year as the SRO at HHS. He transferred into the Community Resource Officer (CRO) position in early 2022. While at the school, he interacted with several classes and instructed constitutional law, business law and roles of a Police Officer (i.e. interacting with law enforcement, traffic stops, voluntary interactions, arrest). CRO Lynn assisted the school administration with emergency evacuation plans for the schools. As the CRO, he assisted businesses in the city with threat assessments and helped business leaders resolve their safety concerns. CRO Lynn participated in a National Night Out event that was sponsored by the Watauga County Sheriff's Office and participated in a Child Health & Safety event at the Caldwell County Health Department. He is working on his certification as a D.A.R.E. instructor by the State of North Carolina and will be the primary D.A.R.E. Officer for the department.



Members of C Platoon give elementary students a building tour and presentation about law enforcement.



Youth at a local church show their appreciation.

A picture is worth a thousand words - Lenoir Police Department Annual Report 2022



SGT Martin Crisp captures "Kevin" a 100-lb. female Emu who escaped from her pen 30 miles away



Officers from the department's Community Resource Platoon deliver book bags to city elementary schools



Students receive a tour and "passport stamp"



SGT Matt Spears "high-5's" his school lunch buddy



Officers Tyler Sanders & Garrett Warren assist Animal Control in locating an owner's missing German Shepherd



K-9 Atos receives attention from a child at the Downtown Lenoir Public Safety National Night Out Event

**LENOIR CITY COUNCIL
TUESDAY, FEBRUARY 21, 2023
6:00 P.M.**

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

ABSENT: Councilmember Todd Perdue.

STAFF PRESENT: Finance Director Donna Bean, Police Chief Brent Phelps, Fire Chief Ken Hair, Recreation Director Kenny Story, Interim Planning Director Hannah Williams, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, and Communications Director Joshua Harris.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.

**CONDOLENCES; JAMES
BROYHILL FAMILY:**

- B On behalf of City Council, Mayor Gibbons extended condolences to the family of U. S. Senator James Broyhill who passed last week and asked everyone to keep his family in their thoughts and prayers. Mr. Broyhill was an outstanding leader in the community and previously served in the U.S. House and Senate.

SPECIAL RECOGNITION; OFFICER

- CHRIS MILLS:**
- B. On behalf of City Council, Mayor Gibbons presented a resolution to Lieutenant Chris Mills in honor and recognition of his 26 years of dedicated and outstanding service to the Lenoir Police Department, City of Lenoir and its citizens. Mayor Gibbons also presented Lieutenant Mills with a key to the City and stated this is the highest honor the City gives.

Mayor Gibbons commended Officer Mills for protecting the citizens and for all he has done for the community during his tenure. He stated Lieutenant Mills is a great role model and the City is proud to serve with you.

Chief Phelps stated each officer's career serves as a role model for other officers. He shared that he was a training officer when Lieutenant Mills was hired and pointed out that he learned more from him than Lieutenant Mills ever did from him. Chief Phelps remarked that Lieutenant Mills has a heart for training and also helps train officers for other departments in the City.

Lieutenant Mills thanked his family, all of his co-workers and City Council for all of their support.

**SPECIAL RECOGNITION;
FIRE CHIEF KEN HAIR:**

C. On behalf of City Council, Mayor Gibbons presented a resolution to Fire Chief Ken Hair in honor and recognition of his 31 years of dedicated and outstanding service to the Lenoir Fire Department, City of Lenoir and its citizens. Mayor Gibbons also presented Chief Hair with a key to the City and stated it was an honor to serve with him.

In addition, Mayor Gibbons presented Chief Hair with a sign naming the Day Room at Station No. 3 as Chief Ken Hair Day Room in his honor. Mayor Gibbons also presented Chief Hair with a blue folding chair that was signed by City Council members and Staff.

Mayor Gibbons stated Chief Hair was a great leader and well respected by everyone. Mayor Gibbons said he appreciated their friendship and he is honored to recognize him today.

Chief Hair stated it was a privilege to work with the City of Lenoir and an honor to serve as Fire Chief. He thanked his wife Jennifer and family and said he appreciated the leadership before him. He shared that he always wanted to be a fireman and earned all of the ranks except one. In addition, Chief Hair remarked his one claim to fame was when T.J. Rohr voted in favor of a grant application the Fire Department had applied for.

**SPECIAL RECOGNITION; PARKS &
RECREATION DIRECTOR KENNY
STORY:**

D. On behalf of City Council, Mayor Gibbons presented a resolution to Parks & Recreation Director Kenny Story in honor and recognition of his 35+ years of dedicated and outstanding service in the recreation field. Mayor Gibbons also presented Director Story with a key to the City and stated he has represented the City very well during his tenure.

In addition, Mayor Gibbons presented Director Story with a sign naming the field at Optimist Park as the Kenny Story Field. Mayor Gibbons also presented Director Story with a blue folding chair that was signed by City Council members and Staff. Mayor Gibbons said that Kenny has done so much for the recreation department and he will be greatly missed. Mayor Gibbons pointed out that Kenny grew up in Lenoir and congratulated him upon his retirement.

Director Story thanked his family, City Council, Department Directors and Staff and stated he was blessed to work with the City of Lenoir. He remarked he will miss everyone and said the City has the best recreation department along with the best Department Directors and Staff. Director Story said he wants the Recreation Department to continue to grow.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

CONTINUED; HILLHAVEN

PLACE:

- A. A quasi-judicial public hearing was continued from the January 3, 2023 meeting until the February 21, 2023 City Council meeting as requested by the applicant and adjoining property owners for the Preliminary Plat for the Hillhaven Place Subdivision Plat to create 22 lots from two vacant tracts. Planning Staff and the Planning Board recommend approval of the proposed Major Subdivision, based on the Findings/Special Standards for Major Subdivisions on pages 7-9 of the Staff Report and subject to the seven conditions on page 9.

City Attorney Rohr explained to Council that this is an evidentiary public hearing and state law sets specific rules. Testimony must be based on fact and not personal opinion. Attorney Rohr stated parties with standing may address Council during the hearing and present evidence.

Attorney Rohr further explained a quasi-judicial public hearing is a hearing where the City Council is acting much like a judge or jury in Court. City Councilmembers are not allowed to talk to people who are for or against an application prior to the hearing, or if they do, must disclose those conversations at the public hearing. Attorney Rohr emphasized City Council can only consider and make their decision based on the relevant, admissible evidence that is testified to under oath and presented at the hearing.

Attorney Rohr asked City Council if they had any ex-parte communication with anyone regarding this case or if they were contacted by anyone.

Mayor Gibbons stated he was contacted by County Commissioner Donnie Potter and by Barbara Bush but did not discuss the case. Each City Councilmember stated they were also contacted by Barbara Bush and County Commissioner Donnie Potter, but they did not respond to Ms. Bush's call or email.

City Attorney Rohr informed Council they could ask questions of individuals during the public hearing.

Mayor Gibbons opened the public hearing and read the seven (7) conditions listed below.

Conditions

1. The developer shall pay into the sidewalk fund in lieu of sidewalk construction. The payment shall be calculated for the footage of Hillhaven Place by the price of concrete for a 5' sidewalk. The sidewalk fund payment is due prior to the approval of the final plat.
2. A stormwater permit for a low density development is required prior to approval of the final plat. Notes on the face of the final plat including limitations on built upon area will be required.
3. NCDOT must review and approve the existing connection of US 321 and Hillhaven Place, due to the addition of residential density. Any geometric improvements to the connection must be completed prior to approval of the

Final Plat.

4. A cul-de-sac or T-Y-L alternative turnaround must be installed at the end of Hillhaven Place. Prior to starting construction on the turnaround, civil plans demonstrating compliance with the standards in Chapter 18 (Streets and Sidewalks) must be provided to Public Works for review and approval.
5. A 40' wide public right of way must be extended to the southern property line where the City-maintained "fork" off of Hillhaven Place currently extends to serve the house at 120 Hillhaven Place.
6. While current water and sewer infrastructure is sufficient to handle 22 additional homes in the location, the existing fire hydrants are not sufficient to service structures larger than 1,870 square feet. Either the water service can be upgraded to increase capacity of hydrants, or deed restrictions must be recorded that limit overall square footage of individual houses to 1,870 square feet and/or require houses larger than 1,870 square feet to have sprinklers/fire suppression systems.
7. A grading plan must be submitted prior to approval of any building permits on lots 18-21. Placement of homes on steep lots may negatively impact the City's ability to fight House fires on these properties. Residential sprinklers/fire suppression systems are strongly encouraged for future development on the aforementioned lots.

Hannah Williams, Interim Planning Director, was sworn in by the City Clerk.

Ms. Williams submitted the Staff Report as evidence to be included in the record and reiterated the developer (Piedmont Companies, Lincolnton, NC) is asking for approval of 22 residential homes to be built on two vacant tracts. They currently have lots under contract. She reported the property is currently zoned as R-15 and stated Staff analyzed the plat and it meets the City's ordinance. Ms. Williams stated the Planning Board met on January 28, 2023 and voted 4 to 1 in favor of the developer's request.

A copy of the Staff Report is hereby incorporated into these minutes by reference. (Refer to pages 51-61.)

Ms. Williams shared there is an internal technical group comprised of staff members of other Departments that visit and review the site. Ms. Williams stated two proposed changes include a proper turn-around to be constructed for emergency apparatus and the right-of-way will be widened. The City will also prepare for continuation of the street. She noted there are no plans to develop the southern end of the property.

Attorney Rohr informed City Council it was appropriate to ask questions of Ms. Williams. They did not ask any.

Richard Ferraguto, Hillhaven Place, spouse of Barbara Bush, was sworn in by the City Clerk.

Mr. Ferraguto asked if the minutes of the Planning Board meeting and letters were included in the Staff Report and submitted to City Council.

City Attorney Rohr responded the Planning Board minutes are not considered as evidence and were not admissible into the record. Attorney Rohr further stated the letters were considered as hearsay and not admissible into the record unless the owner can establish standing. He informed Mr. Ferraguto he could offer evidence at the appropriate time in the hearing.

Attorney Wesley Deaton, 3638 NC Hwy 10, Denver, NC, attorney for the applicant, addressed City Council and reiterated the applicant is only asking to subdivide the property to build 22 homes and not asking for a change of use or rezoning for the property. Attorney Deaton remarked Piedmont Companies meets all of the guidelines of the City's ordinance (Section 19-65) and it is his obligation to protect his client's rights. He stated he may have to object as evidence is presented.

Attorney Wallace Respass, 138 N. Main Street, Lenoir, NC, informed City Council he represents Barbara Bush. Attorney Wallace reported Barbara Bush retained David Gray to compile a study of the property.

William Clayton, owner of Clayton Engineering, 2080 Drive, Hickory, NC, was sworn in by the City Clerk. Mr. Clayton restated they were not asking for a change of use or rezoning as this was a by-right request. Mr. Clayton reviewed each of the seven (7) conditions and verified his company would be completing each one. He pointed out a driveway permit would be required by NCDOT and stated his company would install a cul-de-sac. Mr. Clayton further shared they would pave the street to the property line and they would place the deed restrictions on the plat as required in the conditions. He referred to condition 7 regarding the grading and sprinkler systems necessary and stated they would install those as well.

Councilmember Stevens referred to Condition No. 6 and asked if there were any other options to consider.

Mr. Clayton said the option to loop is not feasible and it is best to meet the Fire Department's option.

Attorney Rohr stated the proposed conditions are to keep the structures under 1,870 square feet or install sprinkler systems. He referred to pages 7 – 9 of the Staff Report and stated the report says the applicant meets all lot requirements and Planning and zoning requirements.

Mr. Guy Long, 428 Stonecroft Drive, SE, Lenoir, NC, was sworn in by the City Clerk. He stated he represents Piedmont Companies and they have worked hard to meet all of the guidelines of R-15 zoning.

David Gray was sworn in by the City Clerk. Mr. Gray stated he graduated with a civil engineer degree from NC State University in 2003, but does not hold a current license. Mr. Gray listed all of his educational experience and credentials.

Mr. Gray verified for Attorney Wallace Barbara Bush retained him to review the property. Mr. Gray stated he visited the site, each parcel and obtained a

copy of the Planning Board Report. Mr. Gray stated the Planning Board did an excellent job and the seven (7) conditions are good. He pointed out this property has a unique environmental impact and reviewed two (2) additional conditions at the request of Attorney Wallace that he asked to be included along with the current seven (7) conditions.

Proposed Conditions by Mr. Gray

1. Each individual lot have an engineer site plan done.
2. Erosion and Sedimentation Control - A third party be employed to visit each lot to see if proper measures are being taken to maintain the property due to Caldwell County Building Inspections being short-staffed.

Attorney Deaton objected to the proposed conditions and said they would not be relevant since Mr. Gray has not renewed his license.

Attorney Rohr recommended to Council that they allow Mr. Gray to testify if it was the will of the Council. City Council was in consensus to allow Mr. Gray to continue.

Attorney Rohr stated the objection was overruled.

Attorney Wallace asked Mr. Gray to explain why he considers this property to be unique.

Mr. Gray explained that 100% of the property has dirt discharge and zero containment. He stated the majority of the runoff goes directly into the Lower Creek Watershed. Next, Mr. Gray said the Staff Report includes information regarding an elevation change on the site. There is a 140-foot change in elevation from the Lower Creek Watershed, which means the property is very steep. Mr. Gray also stated 38% of the property abuts a floodplain.

Attorney Wallace asked Mr. Gray what was the importance of property abutting a floodplain.

Mr. Gray explained the water goes directly into the Lower Creek Watershed and runoff from lots 17-21 will go straight into Lower Creek as well.

In addition, Mr. Gray pointed out the Planning Staff did a good job of site grading of each lot, but stated nine of the sixteen lots located on the front side has an elevation change of 12+ feet which will require more than minimal grading. He said the backside of the property is very steep and needs a site grading plan.

Attorney Rohr clarified with Mr. Gray if he was asking for Council to adopt the report as his and review it. Attorney Wallace then distributed copies to City Council and to Attorney Deaton.

Discussion centered on concerns for proper permanent stormwater drainage so it does not affect adjacent lots. Ms. Williams stated that stormwater and grading plans for steep lots are required, but Staff does not report on each lot.

Councilmember Greer asked Mr. Gray how much it would cost to monitor sedimentation erosion control.

Mr. Gray estimated it would cost between \$10,000 to \$15,000 per year for each lot.

A brief discussion was held by City Council regarding erosion control and would the contractor address issues over time.

Attorney Deaton asked Mr. Gray if he obtained permission from property owners before walking the lots and if he observed any runoff from lots. Mr. Gray said he did not.

Attorney Deaton stated there was 1 in 100 chance of a flood occurring on the property and reminded everyone that state laws have to be followed. He asked Mr. Gray if there were any plans to build in the floodway. Mr. Gray said there were not.

Mr. Gray stated the erosion control and sedimentation control would be included on the deeds to the properties and that the majority of the lots would not have any disturbance. An erosion control plan has to be prepared for lots that are larger than one acre in order to have a record that you are going to maintain the property.

Curtis Gaines, Western Carolina Surveyors, was sworn in by the City Clerk. Mr. Gaines reported he has completed two surveys for Barbara Bush as she purchased additional Property for building purposes. He stated the site does meet all the specs. Mr. Gaines stated he observed the property on GIS and has also been onsite.

Attorney Wallace asked Mr. Gaines if he had any concerns regarding the property. Mr. Gaines reported he could design hydrology if he is doing the survey and he can design drainage in a subdivision. Mr. Gaines cited his educational experience which includes a 2-year surveying degree, a 7-year apprenticeship, obtained a survey license in 2009 through 2012 and owns two surveying companies. Mr. Gaines confirmed he has training in hydrology.

Mr. Gaines expressed concern regarding keeping water on the lots and pointed out the lots on the knoll of the hill would be affected. Mr. Gaines stated he can design infrastructure and would not need a professional engineer's opinion to do that.

Mr. Clayton stated the Western Piedmont Council of Governments (WPCOG) provides low density permitting for stormwater.

Mr. Long reiterated homes over 1,870 square feet require sprinklers and the floodplain area was just a very small part of the property. Mr. Long commented that to require engineer home plans and individual lots is unnecessary. He pointed out lots 1-17 were normal topography lots and 18-21 were questionable lots. He reiterated there would be a dedicated right-of-way for the property.

Attorney Wallace asked for the engineering site plan to be compiled by a professional due to the steep lots.

Attorney Deaton respectfully disagreed because state statutes govern stormwater provisions and you cannot go above state guidelines.

City Council was in consensus not to add additional conditions to the ones as recommended by City Staff in the Staff Report.

Attorney Rohr advised Council if it is the will of the Council to approve the seven conditions, to make that as one motion. He further stated Council could consider David Gray's recommendation of two additional conditions and then consider approval of the preliminary plat. Attorney Rohr stated that as the hearing is quasi-judicial, a written decision letter has to be prepared whether Council approved or denied the plat application.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

First Motion

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to approve the seven (7) conditions as submitted by Staff and as presented.

Second Motion

Upon a motion by Mayor Pro-Tem Thomas, City Council voted 6 to 0 to approve the Preliminary Plat for the Hillhaven Place Subdivision Plat to create 22 lots from two vacant tracts and approval of conditions (1-7) as listed on page 9 of the Staff Report. The Staff Report will also be incorporated into the minutes as part of the record for this subdivision plat application.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 7, 2023 as submitted.
- B. Final Offer to Purchase Real Property H. Lewis Price Street: Approval of the Final Offer to Purchase Real Property in the amount of \$1,000 plus advertising cost by Resolution following the submission of all upset bids, and as submitted by Hamilton Wall for a 4' by 54' strip of property owned by the City of Lenoir and running alongside the length of his adjacent property at 118 H. Lewis Price Street, NPIN#279847597 and Caldwell County Tax ID#09-9-3-30 as submitted. The legal advertisement for the Notice of Offer to Purchase Real Property was published in the *News-Topic* on Friday, February 10, 2023. Staff recommends Council accept the Final Offer to Purchase Real Property because the City did not receive any upset bids. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to pages 62-63.)
- C. Resolution; Chris Mills: Approval of a resolution presented to Patrol Lieutenant Chris Mills in honor and recognition of 26 years of dedicated and outstanding service to the Lenoir Police Department, City of Lenoir and its citizens. (A copy of the resolution is here by incorporated into these minutes by reference. Refer to page 64.)

- D. Resolution; Surplus Property: Approval of a resolution to declare the following police weapon and police badge of Lieutenant Chris Mills, upon retirement, as surplus and no longer have any additional use to the City of Lenoir (Sig Sauer P-320 Pistol, Serial Number 58J478009) as per N.C.G.S. §20-197.2 and as recommended by the Police Department. (A copy of the resolution is here by incorporated into these minutes by reference. Refer to page 65.)
- E. Resolution; Ken Hair: Approval of a resolution presented to Fire Chief Ken Hair on honor and recognition of 31 years of dedicated and outstanding service to the Lenoir Fire Department, City of Lenoir and its citizens. (A copy of the resolution is here by incorporated into these minutes by reference. Refer to page 66.)
- F. Resolution; Kenny Story: Approval of a resolution presented to Parks & Recreation Director Kenny Story in honor and recognition of 35+ years of dedicated and outstanding service in the recreation field. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 67.)
- G. Naming of Day Room; Fire Station No. 3: Approval of a recommendation by Staff to name the Day Room at Fire Station No. 3 as the "Fire Chief Ken Hair Day Room" in honor of Fire Chief Ken Hair.
- H. Naming of Baseball Field: Approval of naming the Optimist Park Ball Field as the "Kenny Story Field" in honor of Parks and Recreation Director Kenny Story.

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to approve the items on the Consent Agenda as described above and as 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

FOOTHILLS REGIONAL AIRPORT AUTHORITY:

1. The Foothills Regional Airport Authority will meet on Wednesday, February 22 at noon.

CITY COUNCIL PLANNING

RETREAT:

2. City Council will conduct their annual Planning Retreat on Friday, February 24 from 8:00 a.m. – 3:00 p.m. in the meeting room of Blue Ridge Energies, 100 Cooperative Way, Lenoir, NC.

PLANNING BOARD:

3. The Planning Board will meet on Monday, February 27 at 5:30 p.m. at the City/County Chambers.

COMMITTEE OF THE

WHOLE: 4. The Committee of the Whole will meet on Tuesday, February 28 at 8:30 a.m. at City Hall, Third Floor.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****BOARD APPOINTMENT;****BOARD OF ADJUSTMENTS:**

A. Mayor Gibbons recommended that Kyle Case be appointed to serve a term on the Board of Adjustments, which will expire June 2026.

Mayor Gibbons stated this appointment was announced at the February 7, 2023 Council meeting. He further stated members of the Planning Board also serve on the Board of Adjustments.

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to appoint Kyle Case serve a term on the Board of Adjustments which will expire June 2026.

BOARD ANNOUNCEMENT;**BOARD OF ADJUSTMENT:**

B. Mayor Gibbons recommended Curtis Baker to serve a term on the Board of Adjustments which will expire June 2026. This recommendation will be voted on by City Council at the March 7, 2023 meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS**CLOSED****SESSION:**

A. Pursuant to N.C.G.S. §143-318.11(a), (4), and upon a motion by Councilmember Stevens, which carried unanimously, City Council entered into closed session to discuss economic development.

OPEN**SESSION:**

B. Upon a motion by Councilmember Stevens, Council voted 6 to 0 re-enter into open session.

X. ADJOURNMENT

A. There being no further business, the meeting adjourned at 8:10 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

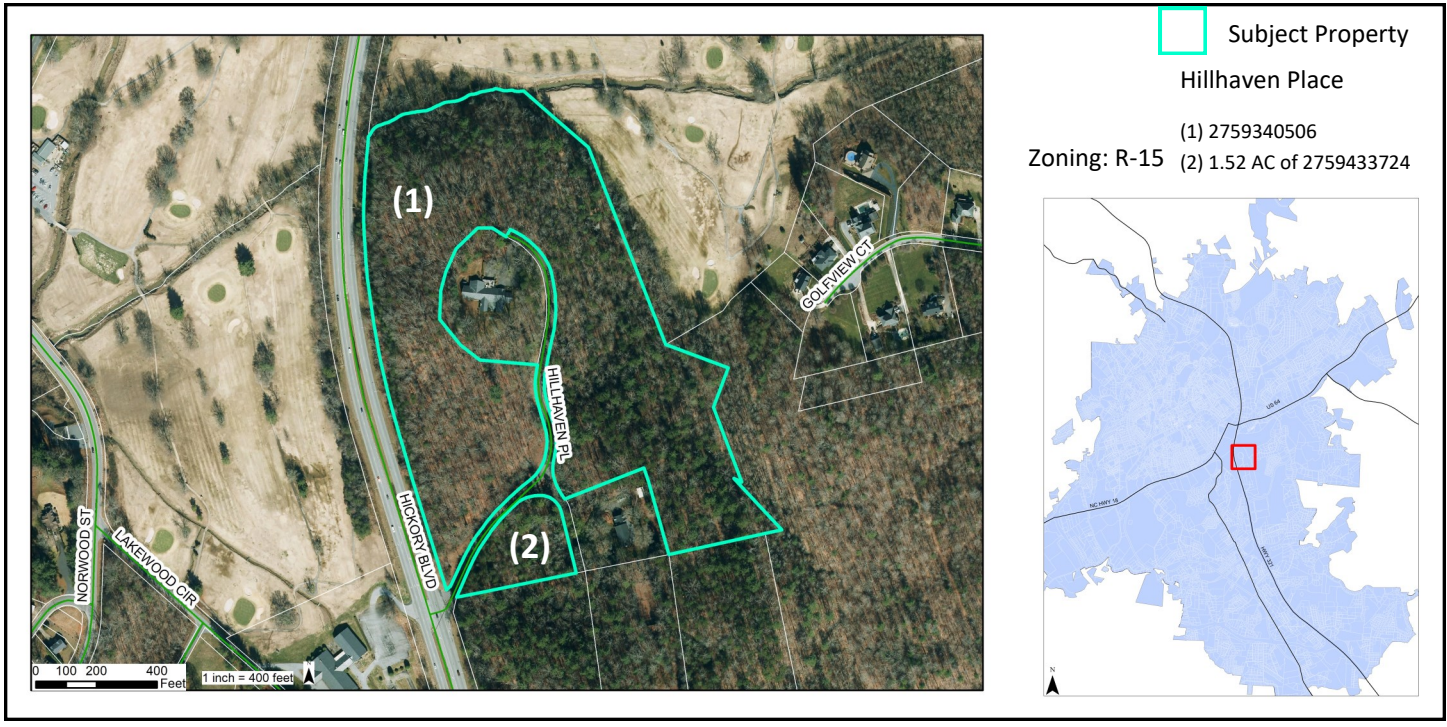


STAFF REPORT

MAJOR SUBDIVISION #1/22

PRELIMINARY PLAT

LOCATION MAP



SUMMARY

Owners

- (1) PB Realty
- (2) Broyhill Timber Resources

Applicants

Guy Long, Piedmont Companies Inc.
Will Clayton, Clayton Engineering

Location

Hillhaven Place, east of US-321
(Hickory Blvd) and north of Mclean Drive

NC PIN

- (1) 2759340506
- (2) 1.52 AC of 2759433724

Project Planner

Hannah Williams, AICP, CZO

Updated February 15, 2023

Applicant's Request:

The applicant is requesting preliminary approval of a major subdivision plat to create 22 lots from two vacant tracts on Hillhaven Place, an existing city-maintained street.

Staff Recommendation:

Approval of the preliminary plat, subject to the conditions in this report. Draft findings are provided on pages 7-9.

Technical Review Committee:

See page 7 for Public Services and Public Safety comments.

Planning Board Recommendation:

Approval of request, see page 9.

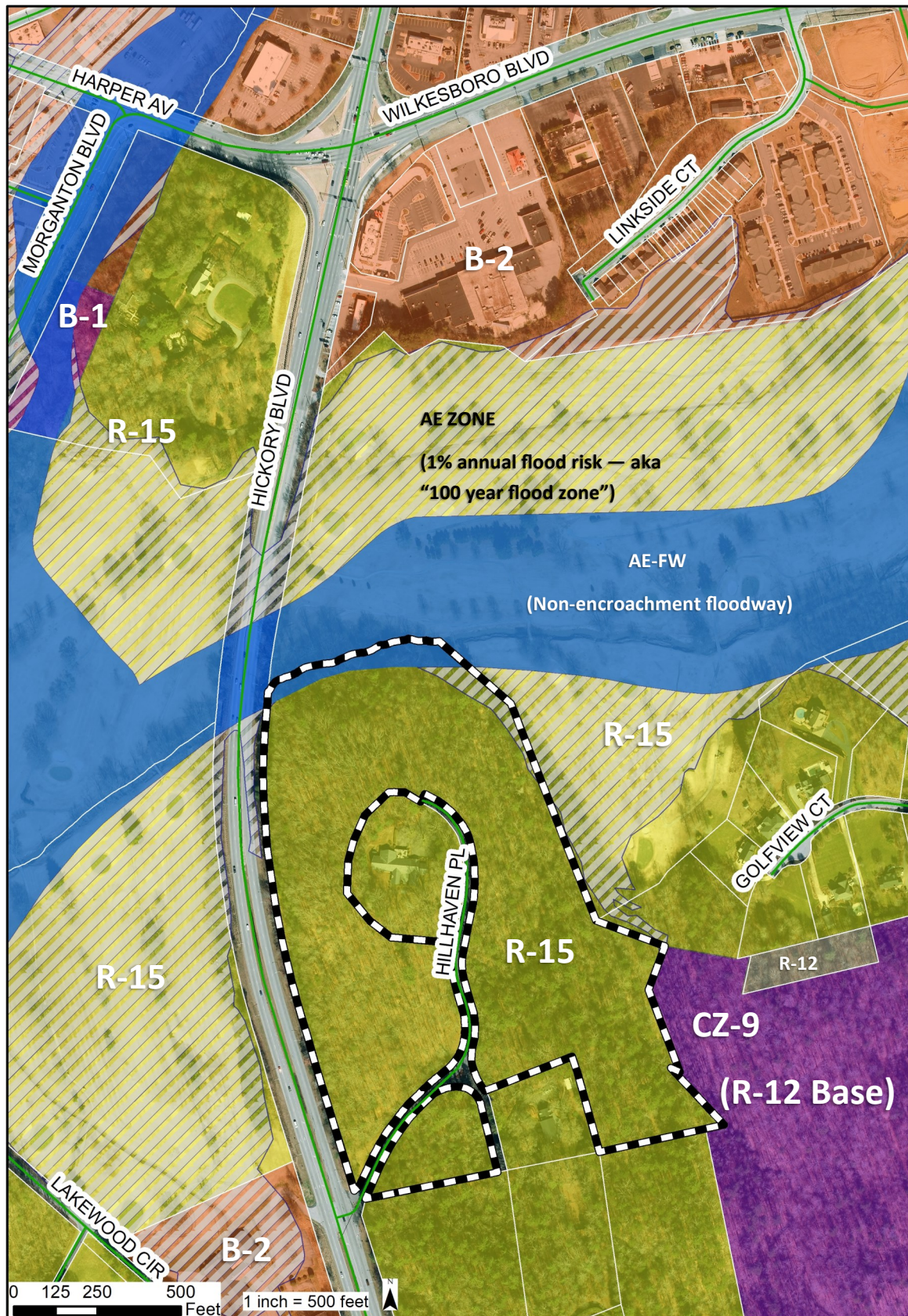
Public Comment: Comments presented by Ms. Bush and Mr. Ferraguto, and a letter from Mr. Strom, owners of adjacent properties on Hillhaven had concerns about safety on steep slopes of the road and increased traffic at the US-321 intersection.

Planning Board Meeting: Scheduled for Nov 28, 2022. Notice of the meeting was mailed to the owners of all adjacent parcels on Nov 18, 2022 (see noticing map, page 3).

City Council: Scheduled for Feb 21, 2023 after a continuance from the City Council meeting on Jan 3, 2023. Notices were mailed Dec 22, 2022.

*****This request is quasi-judicial. You should not discuss this case with decision makers outside of the scheduled hearing*****

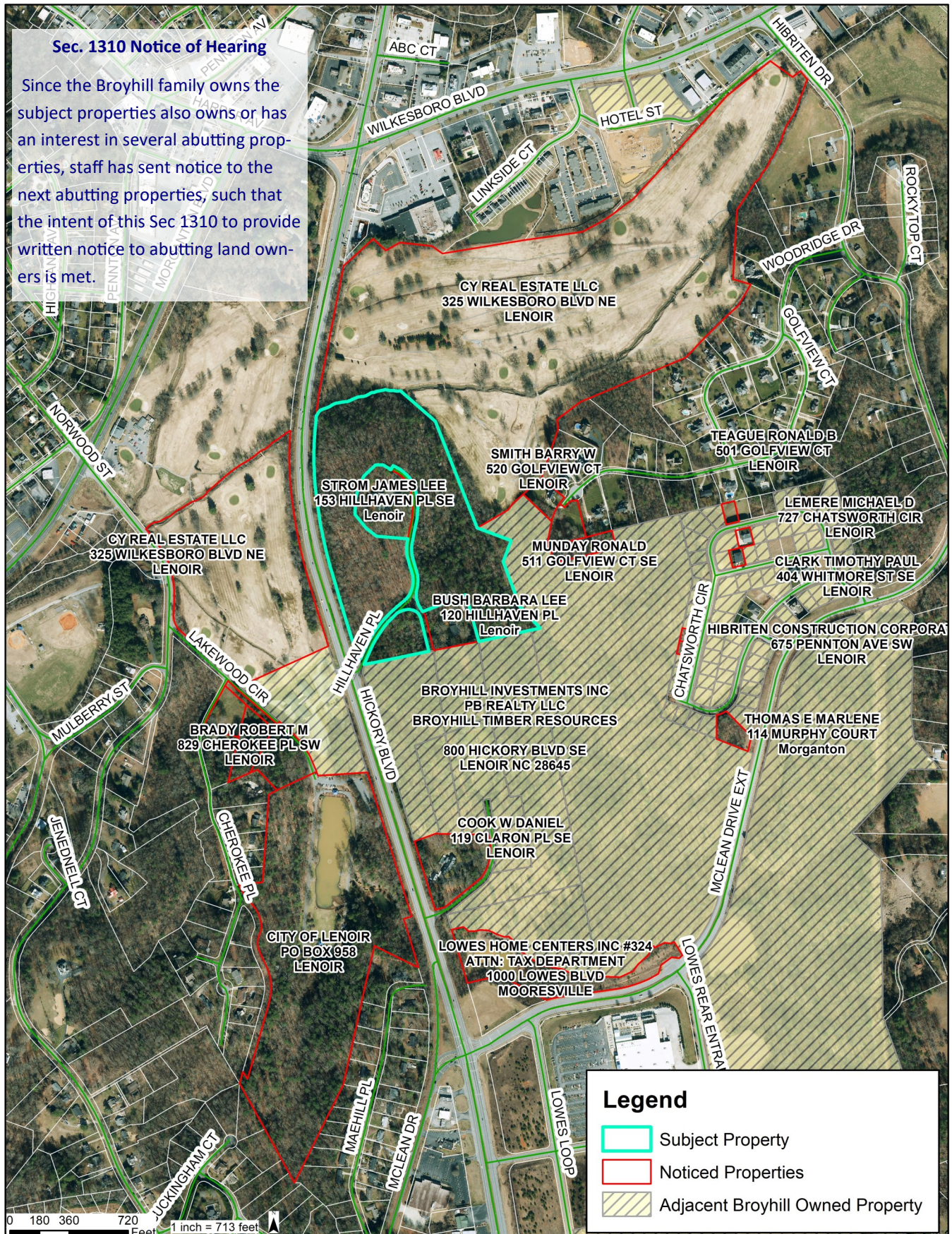
ZONING AND FLOODPLAIN MAP



NOTICING MAP

Sec. 1310 Notice of Hearing

Since the Broyhill family owns the subject properties also owns or has an interest in several abutting properties, staff has sent notice to the next abutting properties, such that the intent of this Sec 1310 to provide written notice to abutting land owners is met.



BACKGROUND AND ANALYSIS

Major Subdivisions

Chapter 19 of the Lenoir Code of Ordinances describes the process of subdivision within City Limits & the ETJ. Major subdivisions are divisions of tracts of land that include dedication of new streets, changes to existing streets, otherwise commit the expenditure of city funds, or create more than ten lots. Approval of major subdivisions occurs in three phases:

Current Phase → (1) Phase 1—Preliminary plat. A preliminary plat is reviewed by the technical review committee and the planning board, and approved by the city council following a quasi-judicial hearing.

(2) Phase 2—Construction of infrastructure. All public improvements must be constructed by the developer in accordance with city standards and the approved preliminary plat prior to approval of a final plat and the acceptance of infrastructure by the City.

(3) Phase 3—Final plat. A final plat is reviewed and approved by the city council, and infrastructure is accepted for public maintenance.

Subject and Surrounding Properties

Hillhaven Place is a public, dead-end road off of Hickory Blvd with an existing 40' wide right-of-way. There are city water and sewer facilities in the right-of-way. The property is located in the R-15, Single-Family Residential district. There are only two homes on Hillhaven Place, on platted lots in separate ownership. The remainder of the acreage is wooded and owned by PB Realty/Broyhill Timber Resources. South of the subject properties are more Broyhill-owned, wooded tracts that abut Claron Place and Mclean Drive. Section II of the Overmountain Forest Planned Development, zoned CZ-9, is west of the subject property.

Applicant's Request

The applicant is proposing to create twenty-two residential lots off of Hillhaven Place, for a total of 24 lots fronting on the street (the two existing lots are in separate ownership and are not a part of this request). Since the number of lots exceeds 10, this development is classified as a major subdivision. The proposed lots meet all minimum dimensional and setback requirements of the zoning ordinance for the R-15 district, and range in size from just over the minimum 15,000 sq. ft. required by the district to over 4.5 acres (lots 17 and 22). The range of lot sizes reflects the topography of the site, which has over 100 ft. of elevation change (elevations range from 1,110 ft. above sea level at the connection to US321, to 1,215 ft. above sea level at the top of the dead-end). The larger acre lots contain the steepest slopes and would not be suitable for further subdivision. Density is concentrated on the southern portion of the existing road, with 16/22 proposed lots fronting on the first ~800 ft. of Hillhaven, and only 6 on the remaining ~600 ft. While the applicant's proposal did not originally include any infrastructure upgrades, the additional density triggers some necessary improvements. As conditions of approval, the applicant will need to dedicate additional right-of-way at the northern end of Hillhaven as well as at the end of the "fork" at the southern end, to accommodate a turn-around and a "stub-out" for future connections, respectively. Additionally, sidewalk construction, or a payment in lieu of construction, is also required.

PROPOSED LOTS WITH SQUARE FOOTAGE

NUMBER	SQ.FT.
LOT 1	21,597
LOT 2	23,642
LOT 3	20,877
LOT 4	25,940
LOT 5	18,874
LOT 6	17,424
LOT 7	16,651
LOT 8	15,578
LOT 9	15,010
LOT 10	15,366
LOT 11	20,356
LOT 12	28,306
LOT 13	51,337
LOT 14	51,509
LOT 15	42,828
LOT 16	32,473
LOT 17	304,649
LOT 18	68,165
LOT 19	70,077
LOT 20	54,950
LOT 21	46,621
LOT 22	232,453

SUBDIVISION SITE PLAN

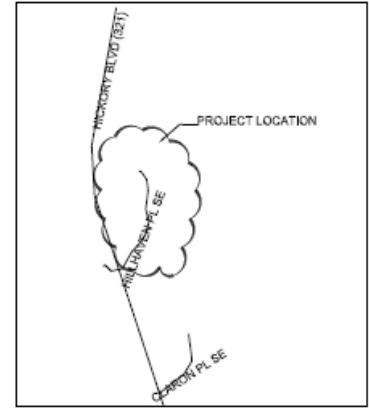
NOT TO SCALE
 THESE DIMENSIONS AND THE SUBDIVISION ARE THE PROPERTY OF QUANTUM ENGINEERING & DESIGN, PLLC, AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER. CHECK, TEST AND ANY IMPROVEMENT WILL BE SUBJECT TO EVALUATION.



SITE SKETCH PLAN
 SCALE: 1" = 50'

NOTES THIS SHEET:

1. ROADS SHOWN ARE EXISTING. DRIVEWAY CONNECTIONS AND ALL ROAD IMPROVEMENTS ARE TO BE COORDINATED WITH CITY OF LENOIR AND NC DOT ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
2. ALL WORK TO BE COMPLETED IN ACCORD WITH TO BE COORDINATED WITH NC DOT.
3. SEWER AND WATER SERVICES PROVIDED BY CITY OF LENOIR.



LOCATION MAP

PROJECT DETAILS

1. OWNER: JTB REALTY LLC, 800 GOLFVIEW PARK, LENOIR, NC 28645
2. PARCEL ID: 05 - 08123 1 1
3. SITE ZONING: R-15
4. TOTAL SITE AREA: 30.212 ACRES
5. MIN LOT SIZE: 15,000 SQ FT (MIN WIDTH 80')
6. BUILDING SETBACKS: FRONT 40' (SIDE STREET 20') SIDE 10' REAR 30'
7. IMPROVEMENTS: - EXISTING ROAD - 48,993 SF (GRAVEL/PAVED) - EXISTING RIMES - 4,000 SF - PROPOSED RIMES - 44,000 SF - PROPOSED SIDEWALK - 2,500 SF - TOTAL - 104,993 SF (2.30 ACRES) - BUILT UPON AREA - 6.700 AC
8. SUBDIVISION IS NOT LOCATED IN A WATERSHED AREA

NUMBER	SQ. FT.	ACREAGE	APR. DIM.
LOT 1	21,597	0.50	212' X 99'
LOT 2	23,642	0.54	101' X 225'
LOT 3	20,877	0.48	75' X 266'
LOT 4	25,940	0.60	92' X 278'
LOT 5	18,874	0.43	71' X 259'
LOT 6	17,424	0.40	72' X 234'
LOT 7	16,651	0.38	72' X 228'
LOT 8	15,578	0.36	72' X 215'
LOT 9	15,010	0.34	110' X 503'
LOT 10	15,366	0.35	128' X 546'
LOT 11	20,356	0.47	67' X 319'
LOT 12	28,306	0.65	70' X 400'
LOT 13	51,337	1.18	110' X 503'
LOT 14	51,509	1.18	128' X 546'
LOT 15	42,828	0.98	94' X 514'
LOT 16	32,473	0.75	83' X 515'
LOT 17	304,649	6.99	856' X 483'
LOT 18	68,165	1.56	203' X 364'
LOT 19	70,077	1.61	220' X 309'
LOT 20	54,950	1.26	156' X 352'
LOT 21	46,621	1.07	115' X 409'
LOT 22	232,453	5.34	714' X 566'



BACKGROUND AND ANALYSIS

Transportation and Access

Hillhaven Place has been a city-maintained road since its construction. The road intersects with US-321 about a half mile south of Smith Crossroads and about a half mile north of the McLean Drive (Lowe's Hardware) intersection. US-321 has a continuous grassed median along this thoroughfare, with a break that lines up with Hillhaven, so drivers entering or exiting Hillhaven will be able to travel north or south from the intersection. Hillhaven Place is about 1471 feet long. There is standard curb and gutter along the first 890 ft of the road, while the upper 581 feet has a valley curb. There is a fork off Hillhaven that leads up to the driveway of the home at 120 Hillhaven Place. About 200' of this fork is city-maintained with curb and gutter. The right of way around this fork extends past the city-maintenance and ends close to an adjacent parcel owned by PB Realty (NCPIN 2759236589), which is not part of this subdivision. There is potential for further subdivision development in this area, so it will be a recommendation of this report to extend a 40' right-of-way to the southern property line. Additionally, a turn-around is required on the north end of Hillhaven. (See Appendix A on page 10 for details on additional ROW dedications/extensions.)

All proposed lots have the required 25' of street frontage on and will be accessed from Hillhaven Place. Although Lots 9 through 16 are technically "through-lots," adjacent to US-321, they are designed as reverse frontage lots with no direct access to the highway due to the steep slopes along the western property lines. There is a mature tree buffer along this western exposure as well, limiting highway disruption to the residential area.

One of the proposed lots is a "flag lot," (Lot 22) meaning its frontage is narrower than the rest of the proposed lots. With flag lots, the driveway access is located on a slender strip of land originating at the road (the "flagpole") and extends to wider part of the parcel that is buildable (the "flag"). Lenoir subdivision standards do not limit flag lots, although there are some considerations regarding city services. The private water and sewer hookups need to be extended further for this lot, and the driveway may have to be constructed to accommodate a fire truck if the distance to the home requires such access to adequately respond to a fire or other emergency. Details related to development of the flag lot will be handled at time of permitting.

R-15 Dimensional Standards				
Zoning Designation	Minimum Lot Area	Minimum Lot Width	Setbacks	Max. Building Height
R-15 Single Family Residential	15,000 SF	Street Frontage: 25 Ft At Building Line: 60 Ft	Front: 40 Ft Side: 15 Ft Street Side: 25 Ft Rear: 35 Ft	35 ft.
♦ See Sec. 800, Table A for a full description of Zoning District Development Standards				

Consistency with Major Subdivision Plat Requirements

Sections 19-09 through 19-16 of the Subdivision Ordinance include the basic standards for all plats. The applicant's preliminary plat for the Hillhaven Place site satisfies this criteria. Notable details regarding this project:

- ♦ The proposal meets all dimensional criteria for street frontage, lot size, width, setbacks, area, and block dimensions for single family residential uses in the R-15 zoning district.
- ♦ Lots 17 through 22 have some Special Flood Hazard Areas on them, but it is located towards the rear of the lots and is mostly outside of the building envelope created by the setbacks. See FIRM map 3710275900J.
- ♦ The developer has elected to make a payment into the sidewalk fund in lieu of construction.
- ♦ This project is required to obtain a stormwater permit from the WPCOG and any area of land disturbance greater than one acre will require a sedimentation and erosion control plan from NCDEQ.
- ♦ The development is currently served by the City's water and sewer systems. Existing utility lines have a 25' easement. Prior to submittal of the final plat, a capacity letter will be issued by the Public Utilities Department.

TECHNICAL REVIEW COMMITTEE COMMENTS

Public Services

Public Utilities: Jeff Church (jeff.church@ci.lenoir.nc.us—828-757-4459)

Water and sewer should be fine, there is an existing water service and eight inch sewer service. We will; however, need to review final plans and specs for the connections/extensions prior to final plat approval. If upgrades to existing fire hydrants are needed, the City's Engineer will need to review and approve proposed improvements

Public Works: Jon Hogan (Jon.hogan@ci.lenoir.nc.us—828-757-2183)

Currently [sanitation] services those homes with our small (PakRat) truck. With that subdivision built out we would likely move it to an automated route. Therefore, we would need to add a turnaround or cul-de-sac on the north end of Hillhaven in order to accommodate the larger truck. A turnaround is not needed at the south fork off Hillhaven.

Public Safety

Fire: Chris Jacobs (cjacobs@ci.lenoir.nc.us—828-757-2193)

- Fire vehicles require a cul-de-sac or hammerhead turnaround on Hillhaven per NC Fire Code for apparatus access.
- Driveway access on Lot 22 (flag lot) must be wide and robust enough to support a fire truck
- Water flow (hydrants) in this area currently is designed to support structures up to 1,870 sq. ft., larger structures over this would require an upgrade in the water system for suppression efforts (currently there are three hydrants for this road, 2 of them are less than 650 gpm however there is one hydrant, at Blowing Rock Blvd that is 1,187 gpm). Our calculation is based upon the two lesser gpm hydrants.
- The land grade for lots 18-21 is a concern, as steep grade could prevent or hamper efficient access
residential sprinklers would be a great suggestion at least for these lots.

Police: Brent Phelps (bphelps@ci.lenoir.nc.us—828-757-0471)

For the number of lots, it appears that the roads will support the potential traffic increases.

FINDINGS — SPECIAL STANDARDS FOR MAJOR SUBDIVISIONS

In accordance with Sec. 19-65, the City Council **must** approve the preliminary plat, and release the same for Phase 2 construction of infrastructure, upon finding that the application, based on competent, substantial evidence in the record and following an evidentiary hearing, meets of **all** of the following standards:

- (a) **Lot design and layout.** *The proposed lots meet all standards in Article I of this chapter and all standards for the proposed use and district prescribed by the zoning ordinance, and the length, width, and shape of the blocks are designed with due regard and special consideration to the type of land use proposed.*

Staff response: The proposed lots meet all of the dimensional standards for single-family lots in the R-15 zoning district. While the length of the existing street exceeds the preferred maximum length of 500 ft. for dead-end streets, and dead-end streets are generally discouraged, the street is existing and the surrounding topography limits options for connections. The proposed layout gives special consideration to the topography and existing conditions, consistent with the intent of the district and the subdivision ordinance.

- b) **Suitability of land.** *Land which is found to be unsuitable for subdivision due to flooding, bad drainage, steep slopes, rock formations and other features likely to be harmful to the safety, health and general welfare of the future occupants or to the community shall not be subdivided unless adequate methods are formulated by the developer for meeting the problems created by the subdivision of such land.*

FINDINGS, CONT.

Staff response: A small sliver of the rear boundary on Lots 17-22 contains floodplain and floodway, but it will be outside of the building envelope of the lots. The steepest slopes and rock formations are all located on the perimeter of the site, on the largest lots. Lots 18 through 21 are among the steepest, but are also the largest, allowing for additional flexibility for the grading of a homesite. As a condition of approval, the final site plan/grading plan will be reviewed during permitting, in order to identify any potential issues with emergency response, as discussed in the Fire Marshall's TRC comments.

- c) **Orderly development.** *The subdivision is designed to allow for the opening of future streets and logical further subdivision of subsequent phases and adjacent parcels.*

Staff response: This subdivision leverages an existing city-maintained road that already exists as a dead-end, creating additional lots for single-family homes without very little additional infrastructure for the City to maintain. A "stub out" will be extended to the adjacent parcel to the south, to allow for a future connection, consistent with the intent of this standard. Overall, this proposal is "logical further subdivision" of land served by existing infrastructure, and is anticipated to be the final phase of lot creation on Hillhaven Place.

- d) **Coordination and continuation of streets.** *The proposed street layout is coordinated with the city's existing street system and maximizes the number of connections to the surrounding street network. Streets that abut the proposed subdivision are extended, and new street dedications must extend all the way to abutting parcels to provide for future extensions.*

Staff response: There are currently no streets that abut the proposed subdivision, so extension of abutting streets is not applicable to this request. As a condition of approval, the "fork" portion of roadway located south of the median will be dedicated all the way up to the adjacent parcel to the south, to allow for a future connection. The natural features of the area limit the potential for any other additional connections/continuation of streets.

- e) **Topography.** *The subdivision design considers the limitations and opportunities of the existing topography and minimizes the need for excessive grading or site walls.*

Staff response: A majority of the lots will require minimal grading. Lots 18 through 21 are among the steepest and will need grading to create a buildable area. However, these four lots are more than three times the required lot size, leaving more natural space for gradual grading.

- f) **Access management.** *Where a tract of land to be subdivided adjoins a major thoroughfare, the subdivision design manages access by establishing reverse frontage lots, marginal access streets, or other designs that limit private driveway connections on the major thoroughfare.*

Staff response: The proposed lots west of Hillhaven Place are reverse frontage lots, and adjoin US-321 at their rear. The subdivision is laid out for lots to be accessed by Hillhaven. The topography along the western edge of the parent tract adjacent to US321 is very steep — in places it is a sheer rock wall where blasting was required to construct the northbound lanes of US321. Driveway connections won't be permitted on US321, but in most places they aren't feasible anyway, ensuring compliance with this standard.

- g) **Pedestrian connectivity.** *Lots are arranged to facilitate greenway and sidewalk connections in accordance with the adopted [pedestrian and bicycle plans] to adjacent public facilities, common/open space, greenways, and adjacent developments are provided.*

Staff response: Hillhaven Place will have local traffic only, since the road ends at Lot 17 and does not connect outside the neighborhood. The same topography that limits the roadway connections also limits the ability to connect the larger pedestrian network, as well as creates challenges to building ADA-compliant sidewalks in this location. Since conditions on this road ensure low traffic volume and low speeds with minimal pedestrian risk, a sidewalk payment in lieu is proposed. As the greenway network is built out connecting to the golf course and throughout the proposed Overmountain Forest development, opportunities to eliminate gaps that may enhance future Hillhaven Place residents' access will be explored, and can be funded through the sidewalk fund at that time.

FINDINGS, CONT.

- h) **Adequate public facilities.** *Adequate public facilities exist to serve the proposed subdivision, or will be developed upon approval of the preliminary plat.*

Staff response: The road, water, and sewer are all capable of serving the proposed lots. A cul-de-sac or alternative turnaround will be developed to better serve public vehicles that need adequate space to turn around, such as sanitation or fire trucks. The only concern about adequate facilities relates to the capacity of the existing fire hydrants to serve homes larger than 1,870 sq. ft. Since this limitation is related to the development of the lots themselves and not to the creation of lots, there are multiple ways to address this issue following approval of the preliminary plat. Upgrades to the water system are one option, but limitations on the size of structures or installation of sprinklers also would address without the need for improving existing infrastructure. This is a condition that exists elsewhere in the City — tanker trucks are also used in these scenarios to ensure the water necessary to fight structure fires is available when needed.

STAFF RECOMMENDATION/CONDITIONS

Staff recommends approval of the Hillhaven Place Preliminary Plat, with the following conditions:

1. The developer shall pay into the sidewalk fund in lieu of sidewalk construction. This payment shall be calculated for the footage of Hillhaven Place by the price of concrete for a 5' sidewalk. The sidewalk fund payment is due prior to the approval of the final plat.
2. A stormwater permit for a low density development is required prior to approval of the final plat. Notes on the face of the final plat including limitations on built upon area will be required.
3. NCDOT must review and approve the existing connection of US 321 and Hillhaven Place, due to the addition of residential density. Any geometric improvements to the connection must be completed prior to approval of the Final Plat.
4. A cul-de-sac or T-Y-L alternative turnaround must be installed at the end of Hillhaven. Prior to starting construction on the turnaround, civil plans demonstrating compliance with the standards in Chapter 18 (Streets and Sidewalks) must be provided to Public Works for review and approval.
5. A 40' wide public right of way must be extended to the southern property line where the city-maintained "fork" off Hillhaven Place currently extends to serve the house at 120 Hillhaven Place. A "stub out" must be constructed to the property line within this right-of-way, in order to facilitate future extension/connection to serve future residential subdivision.
6. While current water and sewer infrastructure is sufficient to handle 22 additional homes in this location, the existing fire hydrants are not sufficient to service structures larger than 1,870 sq. ft. Either the water service can be upgraded to increase capacity of hydrants, or deed restrictions must be recorded that limit overall square footage of individual houses to 1,870 sq. ft. and/or require houses larger than 1,870 sq. ft. to have sprinklers/fire suppression systems.
7. A grading plan must be submitted prior to approval of any building permits on lots 18-21. Placement of homes on steep lots may negatively impact the City's ability to effectively fight house fires on these properties. Residential sprinklers/fire suppression systems are strongly encouraged for future development on the aforementioned lots.

PLANNING BOARD RECOMMENDATION

Planning Board recommends approval of the Preliminary Plat, with conditions presented by staff, by a vote of 4 to 1.

EXHIBIT A: FORK OFF HILLHAVEN

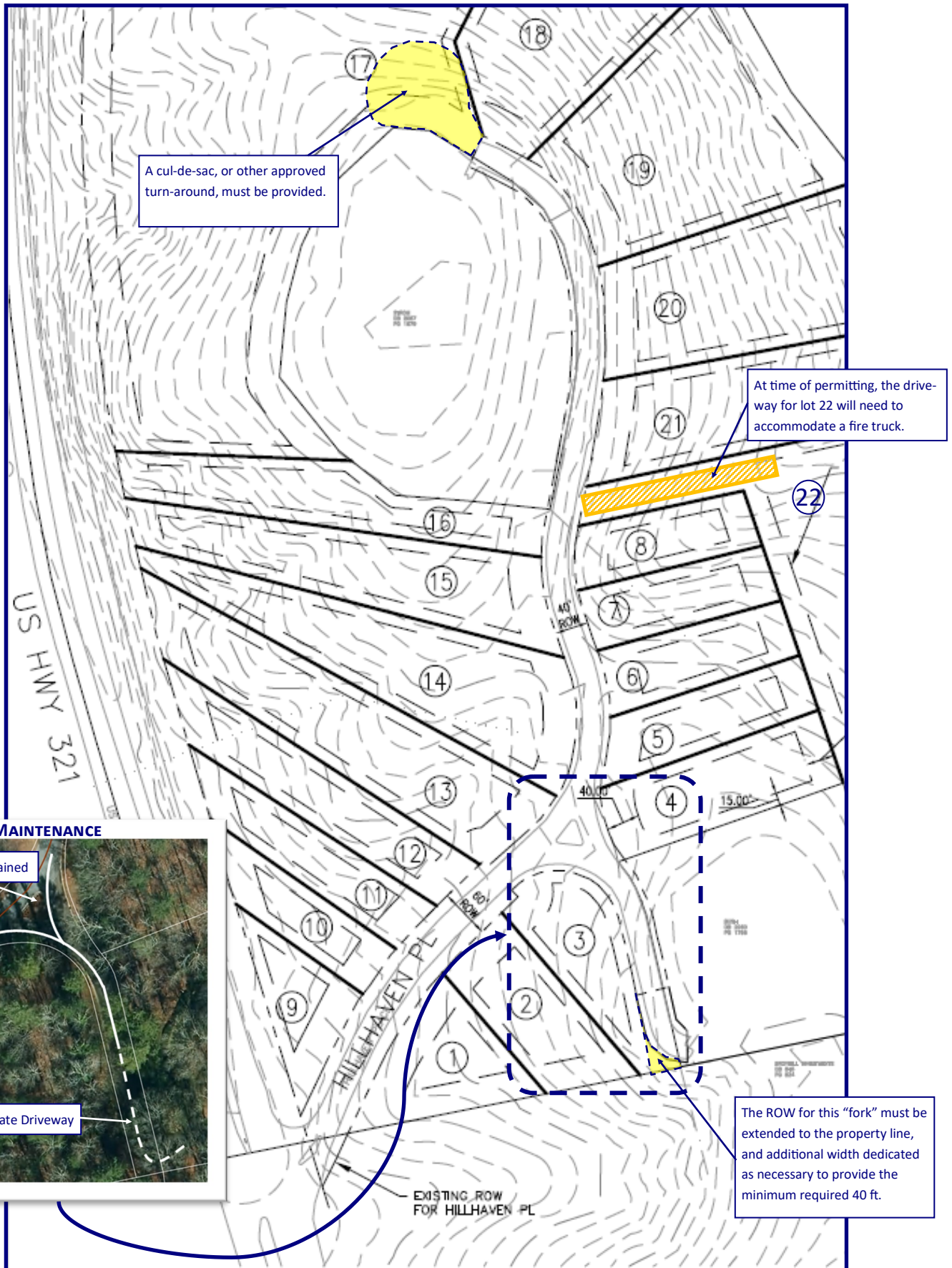


EXHIBIT B: SITE PHOTOS



Above: Hillhaven Connection with US-321

Below: Lower part of Hillhaven PI with curb and gutter shown



Above: Lots 18 and 19 with steep slopes

Below: Upper Hillhaven PI with valley curb





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

WHEREAS, the City of Lenoir owns certain property, running alongside the length of property located at 118 H. Lewis Price Street, Lenoir, NC, and being approximately 0.12 acre, NCPIN#2798474597 and Caldwell County Tax Parcel ID#09-8-2-20; and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1,000.00 plus advertising costs, as submitted by Hamilton Wall, Lenoir, NC; and

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

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

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

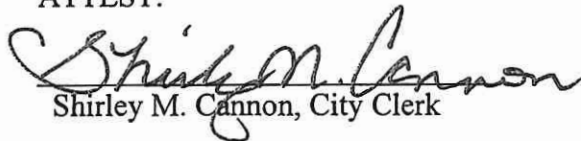
- return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and the buyer must pay with cash, cashier's check or certified check at the time of closing.
 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City Officials are authorized to execute the instruments necessary to convey the property to Hamilton Wall, of Lenoir, North Carolina.

This the 21st day of February 21, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, on the 15th of January, in the year 1998, Christopher Todd Mills was appointed as a Patrol Officer for the City of Lenoir Police Department by Chief Jack Warlick;

THAT, as of the date of this Resolution, Lieutenant Mills has admirably and with great distinction, served the citizens of Lenoir during the tenures of four Police Chiefs;

THAT, Chris has formed close relationships with his genuine concern and dedication to duty; and has contributed to the success of the department and community, with the support of his wife, Crystal.

THAT, prior to being hired by the City of Lenoir, Chris served as a Detention Officer with the Caldwell County Sheriff's Office and Correctional Officer for the Foothills Correctional Department in Morganton during the years 1997 to 1998;

THAT, due to his diligent performance of exemplary manner, he was promoted to Patrol Sergeant in 2003, to Support Services Training Coordinator in 2008, to Lieutenant in 2009, to Patrol overseeing two Platoons in 2012; and since 2018, has lead the department's Community Resources Platoon;

THAT, he received his Instructor Certification in 2001, completed Police Law Institute in 2003, received the Advanced Law Enforcement Certificate in 2007, completed FBI Regional Command College in 2009, was voted Officer of the year by department members in 2015, and completed the FBI-Law Enforcement Executive Development Association Trilogy Program in 2019;

THAT, Chris has been instrumental in overseeing a number of programs and serving in a multitude of capacities to include Department Instructor, Special Response Team Member, Citizens Police and K9 Academy Coordinator, K-9 Team Supervisor, Recruitment and Retention, Ready Response Team, and Crisis Incident Stress Management Team;

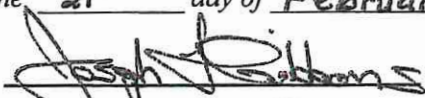
THAT, society and law enforcement has undergone many changes and challenges over the last 25 years, and Chris has stayed abreast through those changing trends to remain an effective leader, role model and mentor within the department and community at large;

THAT, he has played an active, vital role in the community with a number of accolades in his personnel file showing his willingness to go above and beyond what is expected for the department, city, and community;

THAT, Chris has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring on March 1, 2023 with over 26 years of creditable service in the North Carolina Local Government Retirement System.

THEREFORE, BE IT RESOLVED, by authority of the Mayor and City Manager, and on behalf of the City Council, that Lieutenant Chris Mills has been an exemplary employee and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and in remembrance by this governing body, as well as all persons impacted by his accomplishments, generosity, and compassion for those in need;

THIS, the 21st day of February, 2023.


Joseph L. Gibbons, Mayor


Scott E. Hildebran, City Manager



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
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J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

RESOLUTION

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Lieutenant Chris Mills upon his retirement from the Lenoir Police Department and Declaring his badge and service weapon as Surplus Property.

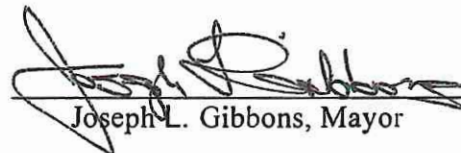
NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledges Lieutenant Chris Mills loyal and dedicated service to the citizens of Lenoir, and
- 2) the Mayor and City Council declare the following police weapon and police badge of Lieutenant Chris Mills, upon retirement, as surplus and no longer have any additional use to the City of Lenoir {Sig Sauer Model P320 .45 caliber (Serial # 5 8 J 4 7 8 0 0 9)}
- 3) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

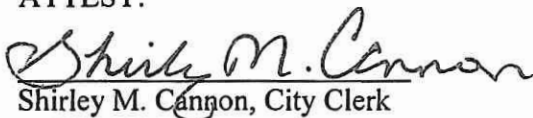
NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Lieutenant Chris Mills in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 21st day of February, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



RESOLUTION

CITY OF LENOIR

HONORING

KENNETH WILLIAM HAIR

WHEREAS, *Kenneth (Ken) William Hair* began his career as a Firefighter with the Lenoir Fire Department on October 8, 1991, and was promoted to 2nd Lieutenant on October 4, 2001, Lieutenant on October 3, 2002, Captain on March 14, 2005, Assistant Chief on February 11, 2008, Deputy Chief on April 3, 2011 and Fire Chief on March 1, 2018; and

WHEREAS, *Ken Hair* has announced his retirement effective February 1, 2023 ending 31plus years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, during his tenure of dedicated service, *Ken Hair* has served with great competence and always contributed positively to the professional development of those around him; and

WHEREAS, during all of his endeavors both in and outside the Fire Department *Ken Hair* has brought honor and respect to himself and the City of Lenoir by his actions and his fair treatment of all persons;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for ***Ken*** in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service which has contributed to the betterment of our City.

Witness my hand and seal this the 21st day of February, 2023.

SEAL



Scott E. Hildebran
City Manager



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

Resolution Honoring Kenneth E. Story

WHEREAS, Kenneth E. "Kenny" Story started his career with the City of Lenoir, North Carolina, on June 29, 1987, and served in various positions in the Parks and Recreation Department through April 10, 1996, including Summer Playground Coordinator, Ball Field Maintenance, Aquatics Director, Assistant Center Director, Center Director, and Athletic Director; and

WHEREAS, Kenny Story returned to work for the City's Parks & Recreation Department on October 15, 2007, as Athletic Programs Supervisor and was promoted to Assistant Recreation Director/Athletic Director in 2011, Interim Director in 2016, and Director in 2017; and

WHEREAS, Kenny Story has been very active in the community including volunteering with the Special Olympics, coaching for several recreation leagues, working as a Tar Heel League Coach; and

WHEREAS, during his tenure as Parks & Recreation Director, Kenny Story has overseen the completion of many improvements to Lenoir Parks and Recreation facilities including improvements to the Lenoir Optimist Park, Greenway extensions, improvements to The Campus at the Historic Lenoir High School, new outdoor pickleball courts at Mulberry Recreation Center, the Regenerative Stormwater Conveyance at J.E. Broyhill Park, new energy efficient LED lighting at Mulberry Recreation Center and Mack Cook Stadium, renovations at T.H. Broyhill Walking Park including three, new single-unit restrooms and decking boards on the observation deck, and securing grant funding for improvements to the Lenoir Aquatic & Fitness Center including a new splash pad; and

WHEREAS, during his career, Kenny Story has worked with many community partners to improve recreation opportunities and facilities for residents in Lenoir including Appalachian State University, the Broyhill Family Foundation, Caldwell Community College & Technical Institute, Foothills Performing Arts, and North Carolina State Agricultural Extension; and

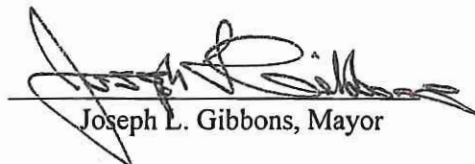
WHEREAS, Kenny Story has announced his retirement effective March 1, 2023, ending more than 24 years of exemplary service to the citizens of Lenoir and more than 35 years of service in Parks and Recreation in the state;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the City of Lenoir Council and all the citizens, do hereby wish the very best for Kenny in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service, which has contributed to the betterment of our City.

This, the 21st day of February 2023.

SEAL


Joseph L. Gibbons, Mayor



CITY OF LENOIR
COUNCIL ACTION FORM
March 7, 2023

I. Agenda Item:

Review and approval of draft written order memorializing council's approval of a preliminary plat for Hillhaven Place, Major Subdivision 1-22.

II. Background Information:

On February 21, 2023, the city council conducted a quasi-judicial hearing regarding an application for approval of a preliminary plat for subdivision of two tracts on Hillhaven Place. At the conclusion of the hearing, the council approved the plat subject to seven conditions staff and the planning board recommended. Council directed the city attorney to draft a written order to that effect for council's review and approval.

III. Staff Recommendation:

Approval of the attached "Order Approving Preliminary Plat."

IV. Reviewed by:

City Attorney: _____

ORDER APPROVING PRELIMINARY PLAT

CASE: MAJOR SUBDIVISION 1-22

APPLICANTS: GUY LONG, PIEDMONT COMPANIES INC.
WILL CLAYTON, CLAYTON ENGINEERING

OWNERS: PB REALTY, LLC AND BROYHILL TIMBER
RESOURCES, INC.

SITE LOCATION: HILLHAVEN PLACE, EAST OF US-321 (HICKORY
BLVD) AND NORTH OF MCLEAN DRIVE, LENOIR, NC
28645 (NCPIN 2759340506 AND (1.52 AC OF)
2759433724)

The Lenoir City Council opened a hearing on January 3, 2023, and continued it to February 21, 2023, to consider the above application for a preliminary plat for a major subdivision as required by under the Lenoir Code of Ordinances, §§ 19-61 through 19-65.

Council having heard all of testimony, reviewed the documents and any other evidence, and listened to the arguments of the parties, makes the following FINDINGS OF FACT regarding the standards set out in Lenoir Code of Ordinance § 19-65:

1. As to lot design and layout, the proposed lots meet all of the dimensional standards for single-family lots in the R-15 zoning district. While the existing street is dead-end and dead-end streets are generally discouraged, the street already exists and the surrounding topography limits options for connections. The proposed layout gives special consideration to the topography and existing conditions, consistent with the intent of the district and the subdivision ordinance.

2. As to suitability of land, a small sliver of the rear boundary on Lots 17-22 contains floodplain and floodway, but it will be outside of the building envelope of the lots. The steepest slopes and rock formations are all located on the perimeter of the site, on the largest lots. Lots 18 through 21 are among the steepest but also the largest, which allows for additional flexibility for the grading of a homesite. As a condition of approval, the final site plan/grading plan will be reviewed during permitting, in order to identify any potential issues with emergency response.

3. As to orderly development, the proposed subdivision leverages an existing city-maintained road that already exists as a dead end, creating additional lots for single-family homes with very little additional infrastructure for the City to maintain. To allow for connection to any future development to the south, a “stub out”

will be extended to the adjacent southerly parcel, consistent with the intent of this standard. Overall, this proposal is a logical further subdivision of land that existing infrastructure serves and is anticipated to be the final phase of lot creation on Hillhaven Place.

4. As to coordination and continuation of streets, there are currently no streets that abut the proposed subdivision, so any extension of abutting streets does not apply to this request. As a condition of approval, the fork portion of roadway located south of the median will be dedicated all the to the adjacent parcel to the south to allow for a future connection. The natural features of the area limit the potential for any other additional connections or continuation of streets.

5. As to topography, a majority of the lots will require minimal grading. Lots 18 through 21 are among the steepest and will need grading to create a buildable area. However, these four lots are more than three times the required lot size, leaving more natural space for gradual grading.

6. As to access management, the proposed lots west of Hillhaven Place are reverse frontage lots and adjoin U.S. Highway 321 at their rear. The subdivision is laid out for Hillhaven access to the lots rather than 321. The topography along the western edge of the parent tract adjacent to 321 is very steep; in places it is a sheer rock wall where blasting occurred to construct the northbound lanes of 321. Driveway connections will not be permitted on 321 and in most places they are not feasible anyway, ensuring compliance with this standard.

7. As to pedestrian connectivity, Hillhaven Place will have local traffic only, as the road ends at Lot 17 and does not connect outside the neighborhood. The same topography that limits roadway connections also limits ability to connect the larger pedestrian network. The topography also creates challenges to building ADA-compliant sidewalks on Hillhaven. Since conditions on this road ensure low traffic volume and speeds with minimal pedestrian risk, a sidewalk payment instead of construction is to occur. As the greenway network is built out connecting to the golf course and throughout the proposed Overmountain Forest development, opportunities to eliminate gaps that may enhance future Hillhaven Place residents' access will be explored and can be funded through the sidewalk fund at that time.

8. As to adequate public facilities, the road, water, and sewer are all capable of serving the proposed lots. A cul-de-sac or alternative turnaround will be developed to better serve public vehicles that need adequate space to turn around, such as sanitation or fire trucks. The only concern about adequate facilities relates to the capacity of the existing fire hydrants to serve homes larger than 1,870 sq. ft. Since this limitation is related to the development of the lots themselves and not to the creation of lots, there are multiple ways to address this issue following approval of the preliminary plat. Upgrades to the water system are one option, but limitations on the size of structures or installation of sprinklers also would address this concern without

the need for improving existing infrastructure. This is a condition that exists elsewhere in the City — tanker trucks are also used in these scenarios to ensure the water necessary to fight structure fires is available when needed.

Based on the application, the evidence presented, and the foregoing findings of fact, the Lenoir City Council **CONCLUDES AS LAW** by a unanimous vote of 6-0 that subject to certain conditions set forth below, the applicants meet each of the standards set out in Lenoir Code of Ordinance § 19-65 and are entitled to approval of the preliminary plat associated with Major Subdivision 1-22.

THEREFORE, the preliminary plat is **APPROVED** subject to the following conditions:

1. The developer is to pay into the sidewalk fund in place of sidewalk construction. This payment is to be calculated for the footage of Hillhaven Place by the price of concrete for a 5' sidewalk at the time of payment. The developer is to make this sidewalk fund payment before approval of the final plat.
2. A stormwater permit for a low density development is required prior to approval of the final plat. Notes on the face of the final plat that include limitations on built-upon area are required.
3. The North Carolina Department of Transportation must review and approve the existing connection of U.S. Highway 321 and Hillhaven Place due to the addition of residential density. Any improvements DOT requires to the connection must be completed prior to approval of the final plat.
4. A cul-de-sac or other alternative turnaround satisfactory to the city must be installed at the end of Hillhaven. Prior to starting construction on the turnaround, the developer must provide to Lenoir Public Works civil plans demonstrating compliance with the standards in Chapter 18 (Streets and Sidewalks) of the Lenoir Code of Ordinances for its review and approval.
5. The developer must extend a 40'-wide public right-of-way to the southern property line where the city-maintained fork off Hillhaven Place currently extends serving 120 Hillhaven Place. The developer must construct a stub-out to the property line within this right-of-way in order to facilitate future extension or connection of the public right-of-way to serve any future subdivision.
6. While current water and sewer infrastructure is sufficient to handle 22 additional homes in this location, the existing fire hydrants are not sufficient to service structures larger than 1,870 sq. ft. The developer may upgrade the water service to increase capacity of hydrants, or all subdivision deeds must contain recorded restrictions that limit overall square footage of individual houses to 1,870 sq. ft. or require houses larger than 1,870 sq. ft. to have sprinklers or similar fire suppression systems.

7. As to lots 18-21, the developer must submit and get approval from the city of a grading plan prior to the issuance of any building permits. Placement of homes on steep lots may negatively impact the City's ability to effectively fight house fires on these properties. The city strongly encourages, but does not require, residential sprinklers or similar fire suppression systems for development on these lots.

Rendered in public hearing on February 21, 2023. Approved as to written form on March ___, 2023.

IN WITNESS WHEREOF, the Lenoir City Council issues this decision in its name, together with all conditions, as binding on the applicants and owners and their successors in interest. This decision is effective upon distribution to the parties and filing with the city clerk. Furthermore, this decision runs with the land and the city will record it in suitable form at the Caldwell County Register of Deeds immediately upon effect. It is subject to review by the superior court under the provisions of N.C. Gen. Stat. § 160D-1402.

This the ___ day of March, 2023.

Mayor Joseph L. Gibbons

COUNCIL ACTION FORM

- I. Agenda Item:** Professional Services Contract Amendment 1 - Freese and Nichols Facilities Condition Assessment
- II. Background Information:** City staff recognized the need to perform a Facilities Condition Assessment and approved a professional services agreement with Freese and Nichols to perform the assessment as well as develop a facilities condition assessment “tool” for the management of the assets included in the study. General Fund related facilities were initially identified for assessment in the agreement. Water treatment and wastewater facilities were not included in the evaluation as proposed but were planned to be added to the project at a later time.

Amendment 1 to the Professional Services Agreement will continue the assessment work into the Water and Sewer Fund and will include the water plant, wastewater treatment plants, pump stations and other related utilities facilities. The added cost of the additional assessment work is \$49,700.00.

The proposed timeline for the completion of the utilities facilities assessment is six months and it is intended to have the work completed by the end of July of 2023.

- III. Staff Recommendation:** Staff recommends approval of Amendment 1 to the professional services agreement with Freese and Nichols for the completion of a Utilities Facilities Condition Assessment, as proposed, for an additional service fee in the amount of \$49,700.00.

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director:_____



PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

City of Lenoir

FNI Project:

LNR22487

510-B Greer Circle

Client Contract:

PSA

Lenoir, NC 28645

Date:

2/14/2023

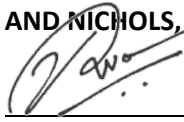
Project Name:	Facilities Condition Assessment
Description of Services:	See Attachment SC
Deliverables:	See Attachment SC
Schedule:	See attached Schedule
Compensation Type:	Lump Sum Fee
Current Contract Amount:	\$140,000.00
Amount of this Amendment:	\$49,700.00
Revised Total Amount Authorized:	\$189,700.00

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF LENOIR

FREESE AND NICHOLS, INC.

By: _____

By:  _____

Name: _____

Name: Vimal Nair, PE

Title: _____

Title: Principal/Vice President

Date: _____

Date: 2/14/2023

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT – Amendment #1

PROJECT UNDERSTANDING

This is an amendment to add additional facilities to the original facilities condition project. Freese and Nichols (FNI) has identified an additional fifteen (15) facilities to be studied (see the attachment “City of Lenoir – Facility Asset Management List”, highlighted in green). Similar to the original scope, a Freese and Nichols, Inc. (FNI) team of architects and engineers will visit each facility to document its current system’s 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 at each facility.

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 two (2) additional 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 for the additional 15 buildings 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 FNI will utilize the existing Excel template created by FNI and agreed to by Lenoir.

Phase III – Discovery and Spreadsheet Development.

- 3.1 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 20 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.
- 3.2 Facility Assessments: Over five (5) days FNI will perform site visits and condition assessments of each of the fifteen 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.

3.3 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.

3.6 Data Entry/Assessment and Analysis: Following the spreadsheet review meeting, 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 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 20 hours of effort. It is assumed that the City will provide digital PDF floor and site plans for most of the facilities for FNI's use.
3. It is assumed that documents will be provided to FNI in digital PDF format. Digital scanning services are excluded.
4. Providing assessments of additional facilities that are not included as part of the fifteen facilities listed below will be considered an additional service. The list of facilities included is attached.
5. Extensive field verification of existing conditions is excluded.
6. Master planning and programming services are excluded.
7. The City will have staff available at each facility to provide access to all spaces and respond to questions.
8. Utility infrastructure, Structural, Data, IT, Civil, Electrical, Control Systems and Landscaping, assessments are excluded.
9. Code and ADA reviews are excluded.
10. Hazardous materials testing and environmental services are excluded.
11. Camera test to determine existing condition of sanitary sewer lines is excluded.
12. Design and construction documentation are excluded.
13. Making revisions to previously approved documents will be considered an additional service.
14. Assessment of City utilities (power, water, sewer, gas, and data) to support facilities is excluded.
15. Public meetings are excluded.

ARTICLE II

SPECIAL SERVICES: Not Applicable

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. These could include:

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. Detailed OPCC construction cost project estimates are an additional service.
3. 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 in 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement, or other services as required.
- K. 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

2/9/2023														
Site #						Site Name	Address	Occupancy Code	Wind Territory	Protection Class	Square Feet	Effective Date	Building Value	Personal Property Value
Bldg. #		ARCH	MEP	Exiting Bldg. Plans? (Y/N)	Plans Required	Description			Valuation Basis	Construction Type	Year Built	Termination Date		
001							801 West Avenue	1000	6	2	15,252	07/01/2021	\$2,236,321.00	\$515,069.00
001	001	001				City Hall	Lenoir, NC 28645		RC	Joisted Masonry	1940	07/01/2022		
002							1035 West Avenue	1000	6	2	22,594	07/01/2021	\$3,856,175.00	\$996,966.00
002	002	002				Law Enforcement Center	Lenoir, NC 28645		RC	Masonry Non-Combustible	1988	07/01/2022		
002a							1035 West Avenue	20110	6	2		01/19/2022	\$67,500.00	\$0.00
002a						80 kW Generator	Lenoir, NC 28645		RC	Non-Combustible		07/01/2022		
003							602 Harper Avenue	1000	6	2	20,748	07/01/2021	\$3,392,174.00	\$720,496.00
003	003	003				Fire Station #1(Central)	Lenoir, NC 28645		RC	Masonry Non-Combustible	1968	07/01/2022		
004							1015 Wilkesboro Blvd NE Lenoir, NC 28645	1000	6	2	3,600	07/01/2021	\$427,155.00	\$207,200.00
004	004	004				Fire Station #3 Admin Bldg.			RC	Frame	2016	07/01/2022		
004a							1015 Wilkesboro Blvd NE Lenoir, NC 28645	1000	6	2	2,872	07/01/2021	\$220,055.00	\$155,400.00
004a	005	005				Fire Station #3 Engine Bay			RC	Modified Fire Resistive	2016	07/01/2022		
004b							1015 Wilkesboro Blvd NE Lenoir, NC 28645	20110	6	2		01/19/2022	\$41,600.00	\$0.00
004b						40 kW Generator			RC	Non-Combustible		07/01/2022		
005							1927 Norwood Street	1000	6	2	13,896	07/01/2021	\$2,261,688.00	\$663,190.00
005	006	006				Fire Station #2	Lenoir, NC 28645		RC	Masonry Non-Combustible	1974	07/01/2022		
006							112 Church St. NW Lenoir, NC 28645	5000	6	2	225	07/01/2021	\$26,803.00	\$0.00
006	007					Public Restrooms			RC	Joisted Masonry	2006	07/01/2022		
100						Near PW - PU Facility	512A Greer Circle Lenoir, NC 28645	2000	6	2	10,615	07/01/2021	\$1,252,121.00	\$67,023.00
100	008	007				Paxar Shipping			RC	Masonry Non-Combustible	1973	07/01/2022		
100a						Near PW - PU Facility	512A Greer Circle Lenoir, NC 28645	15020	6	2	7,650	07/01/2021	\$870,219.00	\$0.00
100a	009	008				Bernhardt Washing Building			RC	Fire Resistive	1973	07/01/2022		
101						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2	15,871	07/01/2021	\$2,157,197.00	\$843,465.00
101	010	009				Public Works Operations Center			RC	Joisted Masonry	1952	07/01/2022		
101a						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2	11,769	07/01/2021	\$1,028,529.00	\$764,060.00
101a	011	010				Garage			RC	Masonry Non-Combustible	1967	07/01/2022		
101b						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2	0	07/01/2021	\$133,968.00	\$0.00
101b						Refueling Center			RC	Masonry Non-Combustible	1993	07/01/2022		
101c						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2	4,000	07/01/2021	\$145,619.00	\$0.00
101c	012	011				Storage (Equipment)			RC	Masonry Non-Combustible	1993	07/01/2022		
101d						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	20110	6	2	30	07/01/2021	\$57,963.00	\$0.00
101d						125 kW Generator			RC	Non-Combustible	2011	07/01/2022		
101e						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2	5,000	07/01/2021	\$181,539.00	\$14,781.00
101e	013	012				Truck Shed			RC	Masonry Non-Combustible	2004	07/01/2022		
101f						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	2000	6	2		07/01/2021	\$62,974.00	\$42,791.00
101f						Storage (Grounds)			RC	Non-Combustible		07/01/2022		
101g						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	20041	6	2		07/01/2021	\$31,568.00	\$0.00
101g						Street Equipment Open Shed			RC	Non-Combustible	2016	07/01/2022		
101h						PW - PU Facility	510C Greer Circle Lenoir, NC 28645	20041	6	2		07/01/2021	\$16,338.00	\$0.00
101h						Sanitation Equipment Open Shed			RC	Frame	2014	07/01/2022		
200						Martin Luther King Center	313 Greenhaven Drive	5000	6	2	6,752	07/01/2021	\$846,216.00	\$104,764.00
200	014	013				M.L. King Recreation Center	Lenoir, NC 28645		RC	Masonry Non-Combustible	1963	07/01/2022		
200a						Martin Luther King Center	313 Greenhaven Drive	5000	6	2	256	07/01/2021	\$19,453.00	\$4,735.00
200a						Scorers Tower	Lenoir, NC 28645		RC	Frame	1970	07/01/2022		

200b					Martin Luther King Center	313 Greenhaven Drive	5000	6	2	13,044	07/01/2021	\$2,192,446.00	\$157,167.00
200b	015	014			M. L. King Center Gymnasium	Lenoir, NC 28645		RC	Joisted Masonry	1993	07/01/2022		
200c					Martin Luther King Center	313 Greenhaven Drive	20130	6	2		07/01/2021	\$52,512.00	\$0.00
200c					Playground Equipment	Lenoir, NC 28645		RC	Frame		07/01/2022		
200d					Martin Luther King Center	313 Greenhaven Drive	5000	6	2	704	07/01/2021	\$21,513.00	\$0.00
200d					Picnic Shelter	Lenoir, NC 28645		RC	Frame	2009	07/01/2022		
201					Mulberry Center	720 Mulberry Street	5000	6	2	30,589	07/01/2021	\$3,699,298.00	\$78,193.00
201	016	015			Mulberry Recreation Center	Lenoir, NC 28645		RC	Joisted Masonry	1973	07/01/2022		
201a					Mulberry Center	720 Mulberry Street	20130	6	2		07/01/2021	\$27,573.00	\$0.00
201a					Playground Equipment	Lenoir, NC 28645		RC	Frame		07/01/2022		
201b					Mulberry Center	720 Mulberry Street	20050	6	2		07/01/2021	\$111,925.00	\$0.00
201b					Baseball Field Lighting System	Lenoir, NC 28645		RC	Non-Combustible		07/01/2022		
201c					Mulberry Center	720 Mulberry Street	5000	6	2	784	07/01/2021	\$21,672.00	\$0.00
201c					Picnic Shelter #1	Lenoir, NC 28645		RC	Frame	2006	07/01/2022		
201d					Mulberry Center	720 Mulberry Street	5000	6	2	784	07/01/2021	\$21,672.00	\$0.00
201d					Picnic Shelter #2	Lenoir, NC 28645		RC	Frame	2006	07/01/2022		
201e					Mulberry Center	720 Mulberry Street	5000	6	2	961	07/01/2021	\$21,672.00	\$0.00
201e					Picnic Shelter #3	Lenoir, NC 28645		RC	Frame	2010	07/01/2022		
201f					Mulberry Center	720 Mulberry Street	5000	6	2	768	07/01/2021	\$47,215.00	\$12,788.00
201f	017				Concessions/Restrooms	Lenoir, NC 28645		RC	Frame	2007	07/01/2022		
202					T.H. Broyhill Park	945 Lakewood Dr SW Lenoir, NC	5000	6	2	938	07/01/2021	\$199,916.00	\$0.00
202	018				TH Broyhill Park Restrooms	28645		RC	Frame	1992	07/01/2022		
202a					T.H. Broyhill Park	945 Lakewood Dr SW Lenoir, NC	5000	6	2	2,880	07/01/2021	\$187,030.00	\$0.00
202a					TH Broyhill Park Entrance Pagoda & Sundeck	28645		RC	Frame	1992	07/01/2022		
202b					T.H. Broyhill Park	945 Lakewood Dr SW Lenoir, NC	20150	6	2	56	07/01/2021	\$33,534.00	\$0.00
202b					Gazebo	28645		RC	Frame	1993	07/01/2022		
202c					T.H. Broyhill Park	945 Lakewood Dr SW Lenoir, NC	5000	6	2	320	07/01/2021	\$8,227.00	\$0.00
202c	019	016			Office/Equipment Storage	28645		RC	Frame	2008	07/01/2022		
204					Blue Ridge Memorial Park	2003 Wilkesboro Blvd	20160	6	2	1,600	07/01/2021	\$149,511.00	\$12,671.00
204	020	017			Office / Garage	Lenoir, NC 28645		RC	Joisted Masonry	1971	07/01/2022		
205						1031 Jim Barger Ct Lenoir, NC	7000	6	2	18,060	07/01/2021	\$4,304,750.00	\$440,339.00
205	021	018			Aquatic & Fitness Center	28645		RC	Joisted Masonry	1975	07/01/2022		
205a						1031 Jim Barger Ct Lenoir, NC	20010	6	2	640	07/01/2021	\$163,167.00	\$0.00
205a	022	019			Pump House for Pool	28645		RC	Fire Resistive	1975	07/01/2022		
205b						1031 Jim Barger Ct Lenoir, NC	5000	6	2	256	07/01/2021	\$14,537.00	\$3,042.00
205b	023	020			Storage Garage	28645		RC	Frame	1989	07/01/2022		
205c						1031 Jim Barger Ct Lenoir, NC	5000	6	2	400	07/01/2021	\$20,988.00	\$0.00
205c					Picnic Shelter #1	28645		RC	Frame	2012	07/01/2022		
205d						1031 Jim Barger Ct Lenoir, NC	5000	6	2	400	07/01/2021	\$20,988.00	\$0.00
205d					Picnic Shelter #2	28645		RC	Frame	2012	07/01/2022		
205e						1031 Jim Barger Ct Lenoir, NC	5000	6	2		07/01/2021	\$14,241.00	\$0.00
205e					Commercial Heater/Boiler Unit	28645		RC	Non-Combustible		07/01/2022		
205f						1031 Jim Barger Ct Lenoir, NC	20130	6	2		07/01/2021	\$158,034.00	\$0.00
205f					Outdoor Water Slide	28645		RC	Frame	2013	07/01/2022		
205g						1031 Jim Barger Ct Lenoir, NC	20130	6	2		07/01/2021	\$52,184.00	\$0.00
205g					Double flume children's water slide	28645		RC	Frame	2013	07/01/2022		
206					LHS Gym Complex	1116 College Ave. SW Lenoir, NC	1000	6	2	19,700	07/01/2021	\$3,588,704.00	\$35,746.00
206	024	021			LHS Auditorium	28645		RC	Fire Resistive	1922	07/01/2022		
206a					LHS Gym Complex	1116 College Ave. SW Lenoir, NC	5000	6	2	344	07/01/2021	\$33,827.00	\$0.00
206a	025				Public Restrooms @ Ballfield	28645		RC	Joisted Masonry	2010	07/01/2022		
206b					LHS Gym Complex	1116 College Ave. SW Lenoir, NC	5000	6	2	15,328	07/01/2021	\$1,720,521.00	\$6,702.00
206b	026	022			LHS Gymnasium	28645		RC	Joisted Masonry	1948	07/01/2022		
206e					LHS Gym Complex	1116 College Ave. SW Lenoir, NC	1000	6	2	2,996	07/01/2021	\$246,671.00	\$34,637.00
206e	027	023			Storage (Equip - LHS)	28645		RC	Fire Resistive	1965	07/01/2022		
206f					LHS Gym Complex	1116 College Ave. SW Lenoir, NC	5000	6	2	16,572	07/01/2021	\$2,946,764.00	\$0.00
206f	028	024			Band Bldg.	28645		RC	Joisted Masonry	1937	07/01/2022		
207					J.E. Broyhill Park	411 Ridge Street	5000	6	2	400	07/01/2021	\$19,765.00	\$0.00
207					Picnic Shelter #1	Lenoir, NC 28645		RC	Frame	2017	07/01/2022		
207a					J.E. Broyhill Park	411 Ridge Street	5000	6	2	400	07/01/2021	\$20,121.00	\$0.00
207a					Picnic Shelter #2	Lenoir, NC 28645		RC	Frame	2016	07/01/2022		

207b					J.E. Broyhill Park	411 Ridge Street	5000	6	4	400	07/01/2021	\$19,765.00	\$0.00
207b					Picnic Shelter #3	Lenoir, NC 28645		RC	Frame	2017	07/01/2022		
207e					J.E. Broyhill Park	411 Ridge Street	5000	6	2	528	07/01/2021	\$72,189.00	\$0.00
207e	029				Restrooms	Lenoir, NC 28645		RC	Modified Fire Resistive	2018	07/01/2022		
208					West End Park	538 Willow Street	5000	6	2	1,440	07/01/2021	\$64,523.00	\$0.00
001					Picnic Shelter	Lenoir, NC 28645		RC	Joisted Masonry	1985	07/01/2022		
209						1050 Zacks Forks Road NE Lenoir, NC 28645	5000	6	2	1,256	07/01/2021	\$210,772.00	\$0.00
209	030	025			Soccer Complex Storage			RC	Joisted Masonry	2000	07/01/2022		
210						201 Main St., NW Lenoir, NC 28645	5000	6	2	265	07/01/2021	\$19,143.00	\$0.00
210					Main Street Stage			RC	Frame	2007	07/01/2022		
211						1431 College Ave., SW Lenoir, NC 28645	5000	6	2	427	07/01/2021	\$21,513.00	\$0.00
211	031	026			Community Garden Storage			RC	Frame	2011	07/01/2022		
212						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2	2,840	07/01/2021	\$163,357.00	\$10,844.00
212	032	027			Optimist Park Clubhouse			RC	Frame	1950	07/01/2022		
212a						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2	1,100	07/01/2021	\$38,607.00	\$5,421.00
212a	033	028			Recreation Equipment Storage			RC	Frame	1950	07/01/2022		
212b						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2	260	07/01/2021	\$11,135.00	\$2,266.00
212b	035				Concession Stand			RC	Frame	1950	07/01/2022		
212c						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2	288	07/01/2021	\$12,334.00	\$1,084.00
212c	036				Announcers/restrooms			RC	Frame	1950	07/01/2022		
212d						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2		07/01/2021	\$19,765.00	\$0.00
212d					Picnic Shelter #1			RC	Frame		07/01/2022		
212e						701 Mulberry St. SW Lenoir, NC 28645	5000	6	2		07/01/2021	\$19,765.00	\$0.00
212e					Picnic Shelter #2			RC	Frame		07/01/2022		
212f						701 Mulberry St. SW Lenoir, NC 28645	20130	6	2		07/01/2021	\$47,238.00	\$0.00
212f					Playground Equipment			RC	Frame		07/01/2022		
212g						701 Mulberry St. SW Lenoir, NC 28645	20050	6	2		07/01/2021	\$95,859.00	\$0.00
212g					Baseball Field Lighting System			RC	Non-Combustible		07/01/2022		
300						Connelly Springs Road Lenoir, NC 28645	20021	6	2	0	07/01/2021	\$595,453.00	\$0.00
300					Whitnel - 1,000,000 Gal Steel Ground Water Tank			RC	Non-Combustible	1956	07/01/2022		
300a						Connelly Springs Road Lenoir, NC 28645	20020	6	2	0	07/01/2021	\$1,900,036.00	\$0.00
300a					Cajah's Mtn. # 1 - 3,000,000 Gal Concrete Ground Water Tank			RC	Fire Resistive	1977	07/01/2022		
300b						Connelly Springs Road Lenoir, NC 28645	20020	6	2	0	07/01/2021	\$1,900,036.00	\$0.00
300b					Cajah's Mtn. # 2 - 3,000,000 Gal Concrete Ground Water Tank			RC	Fire Resistive	1977	07/01/2022		
300c						Connelly Springs Road Lenoir, NC 28645	3000	6	2	60	07/01/2021	\$4,446.00	\$0.00
300c					Block Building@ water tower			RC	Fire Resistive	1956	07/01/2022		
300d						Connelly Springs Road Lenoir, NC 28645	20010	6	2		01/19/2022	\$4,900.00	\$0.00
300d					Cajah's Block Building			RC	Masonry Non-Combustible		07/01/2022		
301					WTP	5474 Waterworks Road	20021	6	2	0	07/01/2021	\$864,286.00	\$0.00
301					500,000 Gal Steel Ground Water Tank	Lenoir, NC 28645		RC	Non-Combustible	1956	07/01/2022		
301a					WTP	5474 Waterworks Road	20010	6	2	1,024	07/01/2021	\$2,533,815.00	\$0.00
301a	037				New Finished Water Pump Station	Lenoir, NC 28645		RC	Masonry Non-Combustible	1977	07/01/2022		
301b					WTP	5474 Waterworks Road	20010	6	2	459	07/01/2021	\$191,516.00	\$61,438.00
301b					Old Finished Water Pump Station - Whitnet Storage Building	Lenoir, NC 28645		RC	Masonry Non-Combustible	1956	07/01/2022		
301c					WTP	5474 Waterworks Road	3000	6	2	0	07/01/2021	\$7,042,882.00	\$432,185.00
301c					Rhodhiss WTP	Lenoir, NC 28645		RC	Masonry Non-Combustible	1956	07/01/2022		
301d					WTP	5474 Waterworks Road	20010	6	2	676	07/01/2021	\$616,402.00	\$0.00
301d					WTP Old Raw Water Pump Station	Lenoir, NC 28645		RC	Masonry Non-Combustible	1956	07/01/2022		
301e					WTP	5474 Waterworks Road	3000	6	2	0	07/01/2021	\$244,186.00	\$24,575.00
301e					Carbon Feed	Lenoir, NC 28645		RC	Non-Combustible	2002	07/01/2022		
301f					WTP	5474 Waterworks Road	3000	6	2	100	07/01/2021	\$15,655.00	\$0.00
301f					WTP Busulfite Feed Building	Lenoir, NC 28645		RC	Frame	2000	07/01/2022		
301g					WTP	5474 Waterworks Road	3000	6	2	100	07/01/2021	\$43,408.00	\$0.00

301g					Air Compressor	Lenoir, NC 28645		RC	Frame	2000	07/01/2022		
301h					WTP	5474 Waterworks Road	3000	6	2	0	07/01/2021	\$2,069,821.00	\$0.00
301h					WTP 2,000,000 Gal. Clearwell Water Storage	Lenoir, NC 28645		RC	Fire Resistive		07/01/2022		
301j					WTP	5474 Waterworks Road	3000	6	2	2,380	07/01/2021	\$5,787,543.00	\$0.00
301j					New Raw Water Intake	Lenoir, NC 28645		RC	Masonry Non-Combustible	2011	07/01/2022		
301k					WTP	5474 Waterworks Road	3000	6	2	7,390	07/01/2021	\$1,183,368.00	\$0.00
301k					500,000 Gal. Alum Sludge Basin	Lenoir, NC 28645		RC	Fire Resistive	1993	07/01/2022		
301m					WTP	5474 Waterworks Road	3000	6	2	5,281	07/01/2021	\$845,586.00	\$0.00
301m					400,000 Gal. Backwash Basin	Lenoir, NC 28645		RC	Fire Resistive	1993	07/01/2022		
301n					WTP	5474 Waterworks Road	3000	6	2	24,026	07/01/2021	\$5,411,296.00	\$0.00
301n					Sedimentation Basin	Lenoir, NC 28645		RC	Fire Resistive	1956	07/01/2022		
301p					WTP	5474 Waterworks Road	3000	6	2		01/19/2022	\$775,200.00	\$0.00
301p					Chemical Storage Building	Lenoir, NC 28645		RC	Non-Combustible		07/01/2022		
301q					WTP	5474 Waterworks Road	3000	6	2		01/19/2022	\$6,011,800.00	\$0.00
301q					MPT Building	Lenoir, NC 28645		RC	Fire Resistive		07/01/2022		
301r					WTP	5474 Waterworks Road	20030	6	2		07/01/2021	\$58,251.00	\$0.00
301r					Chain Link Fencing	Lenoir, NC 28645		RC	Frame		07/01/2022		
301s					WTP	5474 Waterworks Road	3001	6	2		07/01/2021	\$1,397,077.00	\$0.00
301s					WTP Underground Piping	Lenoir, NC 28645		RC	Non-Combustible		07/01/2022		
303						1361 Old North Road Lenoir, NC 28645	20010	6	2	360	07/01/2021	\$53,779.00	\$0.00
303					Water Pump Station - Bush Hill			RC	Joisted Masonry		07/01/2022		
304						1971 Bush Place, NW Lenoir, NC 28645	20021	6	2	0	07/01/2021	\$531,783.00	\$0.00
304					200,000 Gal. Water Tank			RC	Non-Combustible		07/01/2022		
305						1589 Indian Grave Road Lenoir, NC 28645	20010	6	2	0	07/01/2021	\$53,779.00	\$0.00
305					Water Pump Station - Indian Hills			RC	Joisted Masonry		07/01/2022		
305a						1589 Indian Grave Road Lenoir, NC 28645	20021	6	2	0	07/01/2021	\$531,783.00	\$0.00
305a					200,000 Gal Water Steel Ground Tank			RC	Non-Combustible		07/01/2022		
306						Spring Street Hudson, NC 28638	20010	6	4	0	07/01/2021	\$52,292.00	\$0.00
306					Pump Station			RC	Non-Combustible		07/01/2022		
307						Cypress Street Hudson, NC 28638	20010	6	4	0	07/01/2021	\$52,292.00	\$0.00
307					Pump Station			RC	Non-Combustible		07/01/2022		
308						Fir Street Hudson, NC 28638	20010	6	4	0	07/01/2021	\$52,292.00	\$0.00
308					Pump Station			RC	Non-Combustible		07/01/2022		
309						396 Central Street Hudson, NC 28638	20021	6	4	0	07/01/2021	\$1,187,521.00	\$0.00
309					500,000 Gal Water Steel Elevated Tank			RC	Non-Combustible	1976	07/01/2022		
310						2001 International Blvd Hudson, NC 28638	20010	6	4	0	07/01/2021	\$334,313.00	\$0.00
310					Pump Station (Fire)			RC	Non-Combustible		07/01/2022		
311						Meadow Wood Street Hudson, NC 28638	20010	6	4	0	07/01/2021	\$253,356.00	\$0.00
311					Pump Station			RC	Joisted Masonry		07/01/2022		
311a						Meadow Wood Street Hudson, NC 28638	20110	6	2		01/19/2022	\$84,100.00	\$0.00
311a					125 kW Generator			RC	Non-Combustible		07/01/2022		
312						Meadow Creek Hudson, NC 28638	20010	6	4	0	07/01/2021	\$72,975.00	\$0.00
312					Pump Station - Quarry Estate			RC	Non-Combustible		07/01/2022		
313						345 Finley Avenue Lenoir, NC 28645	20020	6	2	0	07/01/2021	\$1,363,137.00	\$0.00
313					3,000,000 Gal Standpipe			RC	Fire Resistive	1985	07/01/2022		
314						5474 Waterworks Road Granite Falls, NC 28630	20010	6	4		07/01/2021	\$1,833,582.00	\$0.00
314					Cajah's High Pump Station - Finished Water			RC	Masonry Non-Combustible	2009	07/01/2022		
314a						5474 Waterworks Road Granite Falls, NC 28630	20110	6	4	234	07/01/2021	\$962,406.00	\$0.00
314a					Whitnel High Emergency Generator Caterpillar 1500KW			RC	Non-Combustible	2009	07/01/2022		
314b						5474 Waterworks Road Granite Falls, NC 28630	20010	6	4	384	07/01/2021	\$363,178.00	\$0.00
314b					Whitnel High Pump Station Switch Gear			RC	Non-Combustible	2009	07/01/2022		
315						127 Hilbritten Mtn Road Lenoir, NC 28645	20010	6	2		07/01/2021	\$125,900.00	\$0.00
315					Potable Water Pumps			RC	Non-Combustible	2011	07/01/2022		
316						210A Hilbritten Mtn Rd. Lenoir, NC 28645	20021	6	2		07/01/2021	\$164,379.00	\$0.00
316					200,000 Gallon Potable Water Storage Tank			RC	Non-Combustible	2011	07/01/2022		
400					WWTP	1905 Broadland Road	4000	6	2	816	07/01/2021	\$150,411.00	\$24,575.00

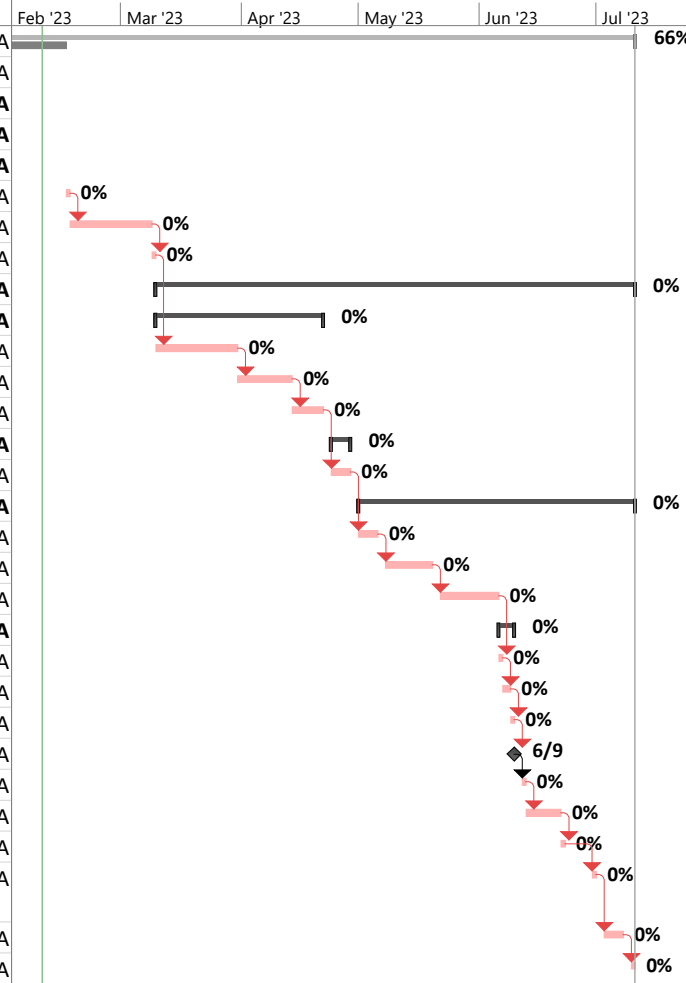
400	038					Admin Office	Lenoir, NC 28645		RC	Joisted Masonry	1989	07/01/2022		
400a						WWTP	1905 Broadland Road	4000	6	2	783	07/01/2021	\$1,496,269.00	\$0.00
400a						Chlorine Storage - Pump House	Lenoir, NC 28645		RC	Joisted Masonry	1986	07/01/2022		
400b						WWTP	1905 Broadland Road	4000	6	2	544	07/01/2021	\$325,151.00	\$6,702.00
400b						Return & Sludge Pump	Lenoir, NC 28645		RC	Fire Resistive	1989	07/01/2022		
400c						WWTP	1905 Broadland Road	4000	6	2	0	07/01/2021	\$329,726.00	\$224,750.00
400c						Main Plant	Lenoir, NC 28645		RC	Masonry Non-Combustible	1969	07/01/2022		
400d						WWTP	1905 Broadland Road	4000	6	2	0	07/01/2021	\$1,296,960.00	\$11,282.00
400d						Residuals Mgt Facility	Lenoir, NC 28645		RC	Masonry Non-Combustible	1996	07/01/2022		
400e						WWTP	1905 Broadland Road	4000	6	2	0	07/01/2021	\$1,946,632.00	\$0.00
400e						Ash Hopper - Control Assembly	Lenoir, NC 28645		RC	Masonry Non-Combustible		07/01/2022		
400f						WWTP	1905 Broadland Road	4000	6	2	1,300	07/01/2021	\$972,361.00	\$15,638.00
400f						Blower Bldg.	Lenoir, NC 28645		RC	Masonry Non-Combustible	2000	07/01/2022		
400g						WWTP	1905 Broadland Road	20110	6	2	105	07/01/2021	\$237,957.00	\$0.00
400g						Emergency Generator	Lenoir, NC 28645		RC	Non-Combustible	2000	07/01/2022		
400h						WWTP	1905 Broadland Road	20110	6	2	105	07/01/2021	\$237,957.00	\$0.00
400h						Emergency Generator	Lenoir, NC 28645		RC	Non-Combustible	2000	07/01/2022		
400j						WWTP	1905 Broadland Road	4000	6	2	264	07/01/2021	\$76,136.00	\$0.00
400j						Receiving Station	Lenoir, NC 28645		RC	Fire Resistive	2000	07/01/2022		
400k						WWTP	1905 Broadland Road	4000	6	2	264	07/01/2021	\$120,918.00	\$0.00
400k						Treated Sludge Storage	Lenoir, NC 28645		RC	Non-Combustible	2000	07/01/2022		
400m						WWTP	1905 Broadland Road	4000	6	2	60,000	07/01/2021	\$12,612,297.00	\$0.00
400m						Oxic - Anaerobic Processing	Lenoir, NC 28645		RC	Fire Resistive	2000	07/01/2022		
400n						WWTP	1905 Broadland Road	4000	6	2	130	07/01/2021	\$36,978.00	\$0.00
400n						Sulphur Dioxide Storage	Lenoir, NC 28645		RC	Joisted Masonry	2000	07/01/2022		
400p						WWTP	1905 Broadland Road	4000	6	2	416	07/01/2021	\$539,736.00	\$0.00
400p						Grit Removal System	Lenoir, NC 28645		RC	Fire Resistive	2000	07/01/2022		
400q						WWTP	1905 Broadland Road	4000	6	2	156	07/01/2021	\$35,268.00	\$0.00
400q						Sludge Wet well	Lenoir, NC 28645		RC	Fire Resistive	2000	07/01/2022		
400r						WWTP	1905 Broadland Road	4000	6	2	528	07/01/2021	\$12,098.00	\$20,107.00
400r						Equipment/Chemical Storage	Lenoir, NC 28645		RC	Frame	2006	07/01/2022		
400s						WWTP	1905 Broadland Road	4000	6	2	8,171	07/01/2021	\$1,730,966.00	\$0.00
400s						Clarifier 1	Lenoir, NC 28645		RC	Fire Resistive	1986	07/01/2022		
400t						WWTP	1905 Broadland Road	4000	6	2	8,171	07/01/2021	\$1,730,966.00	\$0.00
400t						Clarifier 2	Lenoir, NC 28645		RC	Fire Resistive	1986	07/01/2022		
400u						WWTP	1905 Broadland Road	4000	6	2	2,642	07/01/2021	\$461,457.00	\$0.00
400u						Chlorine Contact Basin	Lenoir, NC 28645		RC	Fire Resistive	1986	07/01/2022		
400v						WWTP	1905 Broadland Road	4000	6	2	964	07/01/2021	\$1,106,636.00	\$0.00
400v						Headworks	Lenoir, NC 28645		RC	Fire Resistive	1986	07/01/2022		
400x						WWTP	1905 Broadland Road	4000	6	2	4,418	07/01/2021	\$739,426.00	\$0.00
400x						Sludge Holding Tank	Lenoir, NC 28645		RC	Fire Resistive	1969	07/01/2022		
400y						WWTP	1905 Broadland Road	4000	6	2		01/19/2022	\$336,800.00	\$0.00
400y						Sludge Receiving	Lenoir, NC 28645		RC	Fire Resistive		07/01/2022		
400z						WWTP	1905 Broadland Road	4000	6	2		01/19/2022	\$141,400.00	\$12,000.00
400z	039					Old DAF Building	Lenoir, NC 28645		RC	Masonry Non-Combustible		07/01/2022		
400zz						WWTP	1905 Broadland Road	4000	6	2		01/19/2022	\$167,600.00	\$10,000.00
400zz	040					Old DAF Control Building	Lenoir, NC 28645		RC	Masonry Non-Combustible		07/01/2022		
400yy						WWTP	1905 Broadland Road	20030	6	2		07/01/2021	\$70,690.00	\$0.00
400yy						Chain Link Fencing	Lenoir, NC 28645		RC	Frame		07/01/2022		
400x						WWTP	1905 Broadland Road	4001	6	2		07/01/2021	\$1,370,285.00	\$0.00
400x						WWTP Underground Piping	Lenoir, NC 28645		RC	Non-Combustible		07/01/2022		
401							450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$1,122,959.00	\$0.00
401						SBR Basin 1	Hudson, NC 28638		RC	Fire Resistive	1976	07/01/2022		
401a							450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$1,127,726.00	\$0.00

401a					SBR Basin 2	Hudson, NC 28638		RC	Fire Resistive	1971	07/01/2022		
401b						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$816,275.00	\$0.00
401b					SBR Basin 3	Hudson, NC 28638		RC	Fire Resistive	1996	07/01/2022		
401c						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$816,752.00	\$0.00
401c					SBR Basin 4	Hudson, NC 28638		RC	Fire Resistive	1996	07/01/2022		
401d						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$250,531.00	\$0.00
401d					Sludge Holding Basin	Hudson, NC 28638		RC	Non-Combustible	1996	07/01/2022		
401e						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$844,512.00	\$0.00
401e					Equalization Basin	Hudson, NC 28638		RC	Fire Resistive	1996	07/01/2022		
401f						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$461,218.00	\$0.00
401f					Chlorine Contact Basin	Hudson, NC 28638		RC	Fire Resistive	1996	07/01/2022		
401g						450 Pine Mountain Road	20110	6	4	0	07/01/2021	\$219,612.00	\$0.00
401g					Emergency Generator	Hudson, NC 28638		RC	Fire Resistive	1996	07/01/2022		
401h						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$18,669.00	\$0.00
401h					Sludge Pump Control	Hudson, NC 28638		RC	Joisted Masonry	1996	07/01/2022		
401j						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$403,193.00	\$0.00
401j					Influent Headworks	Hudson, NC 28638		RC	Fire Resistive	1976	07/01/2022		
401k						450 Pine Mountain Road	4000	6	4	0	07/01/2021	\$229,967.00	\$0.00
401k					Teacup Solids Classifier	Hudson, NC 28638		RC	Non-Combustible	1996	07/01/2022		
401m						450 Pine Mountain Road	20011	6	4	0	07/01/2021	\$94,990.00	\$0.00
401m					Lift Station 1 S&L	Hudson, NC 28638		RC	Masonry Non-Combustible	1996	07/01/2022		
401n						450 Pine Mountain Road	20011	6	4	0	07/01/2021	\$94,990.00	\$0.00
401n					Lift Station 2 S&L	Hudson, NC 28638		RC	Masonry Non-Combustible	1996	07/01/2022		
401p						450 Pine Mountain Road	4000	6	4	1,508	07/01/2021	\$23,721.00	\$11,171.00
401p					Equipment Repair Shop	Hudson, NC 28638		RC	Frame	2013	07/01/2022		
401q						450 Pine Mountain Road	4000	6	4		07/01/2021	\$1,399,276.00	\$0.00
401q					SBR Basin 5	Hudson, NC 28638		RC	Non-Combustible	2016	07/01/2022		
401r						450 Pine Mountain Road	4000	6	4		07/01/2021	\$568,217.00	\$0.00
401r					Blower Slab/Shelter	Hudson, NC 28638		RC	Non-Combustible	2016	07/01/2022		
401s						450 Pine Mountain Road	4000	6	4		07/01/2021	\$542,919.00	\$0.00
401s					New Exterior Electrical Panels (2)	Hudson, NC 28638		RC	Non-Combustible	2016	07/01/2022		
401t						450 Pine Mountain Road	20030	6	4		07/01/2021	\$28,438.00	\$0.00
401t					Chain Link Fencing	Hudson, NC 28638		RC	Frame		07/01/2022		
401u						450 Pine Mountain Road	4001	6	4		07/01/2021	\$877,514.00	\$0.00
401u					WWTP Underground Piping	Hudson, NC 28638		RC	Non-Combustible		07/01/2022		
402						Acorn Court Lenoir, NC 28645	20011	6	2		07/01/2021	\$24,212.00	\$0.00
402					Sewer Lift Station			RC	Non-Combustible	1994	07/01/2022		
403						Miller Hill Rd Lenoir, NC 28645	20011	6	2		07/01/2021	\$24,212.00	\$0.00
403					Sewer Lift Station			RC	Non-Combustible	1975	07/01/2022		
404						Georgetown lane Lenoir, NC 28645	20011	6	2		07/01/2021	\$24,212.00	\$0.00
404					Sewer Lift Station			RC	Non-Combustible	1992	07/01/2022		
405						Staircase Road Lenoir, NC 28645	20011	6	2		07/01/2021	\$60,528.00	\$0.00
405					Sewer Lift Station - Town & Country			RC	Non-Combustible	1975	07/01/2022		
405a						Staircase Road Lenoir, NC 28645	20110	6	2		01/19/2022	\$50,600.00	\$0.00
405a					40 kW Generator			RC	Non-Combustible		07/01/2022		
406						Valmead Street Lenoir, NC 28645	20011	6	2		07/01/2021	\$24,212.00	\$0.00
406					Sewer Lift Station			RC	Non-Combustible	1970	07/01/2022		
407						Summit Street Lenoir, NC 28645	20011	6	2		07/01/2021	\$14,527.00	\$0.00
407					Sewer Lift Station			RC	Non-Combustible	1970	07/01/2022		
408						Poolside Place Lenoir, NC 28645	20011	6	2		07/01/2021	\$24,212.00	\$0.00
408					Sewer Lift Station - Arrowwood Rd.			RC	Non-Combustible	1996	07/01/2022		
409						Summer Hill Street Lenoir, NC 28645	20011	6	2		07/01/2021	\$60,528.00	\$0.00
409					Sewer Lift Station			RC	Non-Combustible	2008	07/01/2022		
409a						Summer Hill Street Lenoir, NC 28645	20110	6	2		01/19/2022	\$54,300.00	\$0.00
409a					50 kW Generator			RC	Non-Combustible		07/01/2022		
410						Rocky Road Lenoir, NC 28645	20011	6	2		07/01/2021	\$30,266.00	\$0.00
410					Sewer Lift Station - McCreary Modern			RC	Non-Combustible	1995	07/01/2022		
411						Miller Hill Road Lenoir, NC	20011	6	2		07/01/2021	\$14,527.00	\$0.00

411						Sewer Lift Station	28645		RC	Non-Combustible	2001	07/01/2022				
412							Broadway Street Lenoir, NC	20011	6	2		07/01/2021	\$127,111.00	\$0.00		
412						Sewer Lift Station - Harpertown	28645		RC	Non-Combustible	2008	07/01/2022				
413							428 Blowing Rock Blvd Lenoir, NC	20011	6	2		07/01/2021	\$16,910.00	\$0.00		
413						KFC Sewer Pump Station	28645		RC	Masonry Non-Combustible	2013	07/01/2022				
700						1841 Cafe	117 Main St NW Lenoir, NC	15020	6	2		07/01/2021	\$8,943.00	\$0.00		
700						Leased Dining Deck	28645		RC	Frame	2016	07/01/2022				
701							450 Pine Mountain Road Hudson, NC 28638	15020	6	4	2,000	07/01/2021	\$545,209.00	\$89,363.00		
701	041	029				Gunpowder Plant			RC	Masonry Non-Combustible	1976	07/01/2022				
702							State Road 1511 - Off Zacks Fork Lenoir, NC 28645	15020	6	2	628	07/01/2021	\$49,225.00	\$7,829.00		
702	042	030				Firing Range Control Center			RC	Frame	1999	07/01/2022				
703							1129 West Avenue NW Lenoir, NC 28645	10620	6	2	4,904	07/01/2021	\$448,237.00	\$0.00		
703	043	031				Homeless Shelter (leased to Yokeville organization)			RC	Joisted Masonry	1947	07/01/2022				
704							108 Boundary St., SW Lenoir, NC	20050	6	2		07/01/2021	\$11,195.00	\$0.00		
704	045					ChargePoint Electric Car Charging Station	28645		RC	Non-Combustible	2017	07/01/2022				
705							1507 Morganton Blvd	10700	6	2	3,050	07/01/2021	\$159,650.00	\$0.00		
705	046	032				Vacant Building (Former convenience store)	Lenoir, NC 28645		RC	Modified Fire Resistive	1983	07/01/2022				
		032	Structures									Total:	275,929	SF	\$39,546,174.00	\$5,934,368.00

032	Structures
015	Structures

047	Total
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Lenoir, NC	Critical		Split		Finish-only		Baseline Milestone		Manual Summary		Inactive Task	
	Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
	Critical Progress		Manual Task		Baseline		Summary Progress		External Tasks		Inactive Summary	
	Task		Start-only		Baseline Split		Summary		External Milestone		Deadline	
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**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item:

Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC

II. Background Information:

The City has historically (30+ years) leased a portion of the Public Services Facility property located of 510 Greer Circle to Bernhardt Transportation, LLC for their maintenance garage facility. This agreement would extend the lease for one year. Highlights of the lease are as follows:

The term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2024 and ending shall be December 31, 2024.

The City retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week.

The City retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility.

The City retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year.

Based on Council/Staff discussions, the City intends to terminate future lease renewals at the end of this lease term (December 31, 2024) in order to accommodate Public Services Department space needs.

III. Staff Recommendation:

Recommend approval of a Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Directors:

City Manager:

Resolution Leasing Property for One Year or Less

WHEREAS, the City of Lenoir owns the improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the City Public Services Complex and including the paved parking areas, the Garage Building and the rear parking area, located at 510 Greer Circle that it does not currently have use for; and

WHEREAS, Bernhardt Furniture Company (parent company of Bernhardt Transportation, LLC) owns adjoining lots and buildings; and

WHEREAS, the City and Bernhardt Transportation, LLC have agreed upon a lease, under which Bernhardt Transportation, LLC will lease a portion of the city's lot/building for the term of one year beginning January 1, 2024, for a consideration of \$18,000, payable in twelve (12) monthly payments; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the city to enter into leases of one year or less upon resolution of the City Council adopted at a regular meeting; and

WHEREAS, the City Council is convened in a regular meeting;

THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR RESOLVES THAT:

The City Council hereby approves lease of the city property described above to Bernhardt Transportation, LLC and directs the City Manager to execute any instruments, including terms and conditions necessary to execute the lease.

Adopted this the 7th day of March, 2023.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

Prepared by: Groome, Tuttle, Pike & Blair, RLLP

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this ____ day of _____, 2023, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

The improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the Garage Building and the rear parking area, but excluding the Used Oil Containment Building. See attached map of leased area which is incorporated herein by reference.

2. Term of Lease.

A. The original term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2024. If requested, the parties shall execute a short form Memorandum of Lease in recordable form containing such matters as the parties may agree upon including, however, as a minimum, the commencement date and the expiration date (which date shall be One (1) year from said commencement date).

B. This lease is subject to certain Reservations by Lessor as set forth below:

a. In the area designated on the attached map, Lessor retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week. Lessee agrees to not interfere with Lessors use of the Garage premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay.

b. In the area designated on the attached map, Lessor retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility. Lessor agrees to cooperate with Lessee in carrying out such reservations should Lessor determine such reservations are necessary.

c. In the area designated on the attached map, Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

3. Rentals.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year. Rental shall be due and payable in twelve (12) equal monthly installments of One Thousand Five Hundred (\$1,500.00) Dollars each, in advance, on the first (1st) day of each calendar month for and during the term.

In addition, Lessee shall carry, at its own expense, policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises shall constitute acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee shall not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. If Lessee is a corporation, then the passage of control of Lessee to parties other than those who presently control Lessee, as of the date of this Agreement, shall constitute an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties shall comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither shall not make any offensive use thereof.

7. Utilities. Lessee shall pay for all water and sewer services consumed or used on the Premises. Lessor shall pay for electricity and gas service to the premises. The lack of availability or failure of utility service shall not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee shall not make, nor have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, all such alterations, changes and improvements, shall be promptly made in a workman-like manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessor's interest therein, and shall become the property of Lessor at the termination of this Lease Agreement. Lessor shall have the right to require Lessee to provide such assurances as Lessor shall reasonably require (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor shall not be responsible for making any repairs including

structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee shall at its own expense keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. All repairs shall be performed in a prompt, workman-like manner, shall be promptly paid for by Lessee and no liens shall be allowed to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs.

10. Safe and Sanitary Conditions. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee shall at all times keep the premises in a neat and orderly condition and keep the premises and the entryways, parking areas, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water and ice.

11. Trade Fixtures. Lessee shall be permitted to install trade fixtures on the premises. In addition, Lessee shall be permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does so remove such trade fixtures, it shall return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination hereof and shall not be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor shall have the option either to declare such fixtures abandoned and shall become the owner thereof or to demand that Lessee remove the same at its own expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor shall not be responsible to Lessee or any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains,

water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law.

13. Indemnification. Both parties covenant to indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations or corporations for personal injury or damage to property or both arising out of or in connection with either parties' use and/or occupancy of the Premises. In addition, Lessee shall carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence, and Lessee shall deliver to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises shall be partially destroyed (as that term is herein defined) by fire or other casualty, Lessee shall have the right to terminate this Lease Agreement. If this option is not exercised by Lessee, Lessor may, in its sole discretion, effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided shall not abate. Any other provisions contained herein notwithstanding, Lessor shall be required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which are received by Lessor under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against Lessor or based upon any loss or caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty shall arise from the negligence of Lessor, their agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and shall be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the

Premises or hereafter becomes a lien on the Premises and no further agreements or documents shall be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee shall at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as when received ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee shall not acquire any right, title or interest in or to the Premises. In such event, Lessee shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and Obligations of this Lease agreement insofar as the same shall be applicable.

20. Default. Each of the following events shall constitute a default or breach of this lease by Lessee:

a) The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

b) Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10

days after the institution or appointment;

c) Failure to pay rent when the same shall become due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For purposes hereof, all funds due from Lessee shall constitute rental whether denominated as rental or otherwise elsewhere herein;

d) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

e) Vacates or abandons the Premises;

f) If the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing Section 20, Lessor shall be entitled to re-enter and re-take the Premises and exercise all their rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes, an "event of default", either party shall be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the right to subsequently exercise same. Lessee shall gain no rights nor become vested with any owner to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chose to ignore by thereafter accepting rental or other performance by Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and shall

be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

26. Easements, Restrictions and Right of Way. The Premises are demised subject to all easements, restrictions and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Lessor and Lessee.

28. Rental Payments. All rental payments, unless otherwise designated in writing, shall be made to Lessors at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but shall not be required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith shall constitute additional rental due from Lessee to Lessor and shall be payable as rental on the date for payment of rentals next following such expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that they have full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Lessor.

31. Construction. This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease shall be given at the following address:

Lessor: City of Lenoir
 Attn: Scott Hildebran, Manager
Shildebran@CI.LENOIR.NC.US
 Post Office Box 958
 Lenoir, North Carolina 28645

Lessee: Bernhardt Transportation, LLC
 Attn: Kevin McDougall, General Counsel
 1839 Morganton Blvd.
 Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR (SEAL)
 a North Carolina municipal corporation

By: _____
 Scott Hildebran
 Manager

LESSEE:

BERNHARDT FURNITURE COMPANY (SEAL)

By: _____

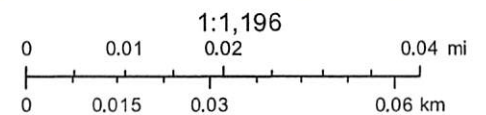
Caldwell County



October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit A - Overall Plan

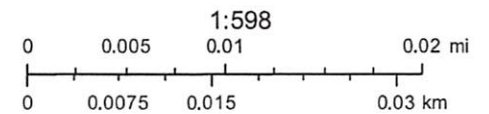


Caldwell County



October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit B - Parking & Storage Area

NOTICE OF PUBLIC MEETING CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public hearing to receive public input and comments concerning the proposed FY-2023 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2023, beginning July 1, 2023 and ending June 30, 2024.

The public meeting will be held on Tuesday, March 07, 2023 at 6:00pm before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

A summary of the proposed Action Plan is available for public review at the Lenoir City Hall. There will be a 30-day comment period beginning February 16, 2023, to obtain citizen input before the plan can be submitted to HUD for approval.

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

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

PUBLISH: February 16, 2023

Please run this ad on Thursday, February 16, 2023

Please run one time only

Use Small Block Ad

Use HUD and Fair Housing, EEO logos

Affidavit Required

Send Bill & Affidavit to:

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

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

NOTICE OF PUBLIC MEETING CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public hearing to receive public input and comments concerning the proposed Substantial Amendment to the FY-2021 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five year Consolidated Plan, for the purpose of allocating \$4,182,733.00 in HOME-ARP funds. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG), HOME and HOME-ARP funds for fiscal year 2021, beginning July 1, 2021 and ending June 30, 2030.

The public meeting will be held on Tuesday, March 07, 2023 at 6:00pm before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

A summary of the proposed Action Plan is available for public review at the Lenoir City Hall. There will be a 15-day comment period beginning February 16, 2023 and ending March 03, 2023 to obtain citizen input before the plan can be submitted to HUD for approval.

The City of Lenoir has received entitlement status by HUD and receives CDBG funds for carrying out community development activities as described in the Consolidated Plan. The Unifour HOME Consortium is comprised of 28 member local governments located within and including Alexander, Burke, Caldwell and Catawba Counties. The City of Lenoir serves as Lead Entity for this Consortium. The Unifour Consortium has received entitlement status by HUD, and will receive HOME funds to carrying out affordable housing activities as described in the Consolidated Plan. HOME-ARP funding will be used to assist individuals or households who are experiencing homelessness, at risk of homelessness, and other vulnerable populations by providing funding for Supportive Services, Tenant Base Rental Assistance, and Non-Profit Operating to reduce homelessness and increase housing stability.

This meeting is open to the public. Documents can be provided in alternative formats as needed and may be translated into Spanish for Limited English Proficient (LEP) Spanish speaking persons, upon request. Any person with a disability needing special accommodations, a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service or non-English speaking persons needing translation services should contact the City of Lenoir or Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD. Accommodations requests must be made 48 hours in advance.

PUBLISH: February 16, 2023

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Affidavit Required

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

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

Board Appointment

Board of Adjustments: Curtis Baker Term Expires: June 2026.

This appointment was announced at the February 21, 2023 City Council meeting.