



AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, APRIL 4, 2023
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Police Chief Brent Phelps proclaiming the week of April 9 – 15 as “Public Safety Telecommunicators Week” throughout the City of Lenoir.
- C. Special Recognition, Fair Housing Month: On behalf of City Council, Mayor Gibbons will present a proclamation to Ms. Lauren Hart, Catawba Valley Association of Realtors, proclaiming the month of April 2023 as “Fair Housing Month” throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, February 28, 2023 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 7, 2023 as submitted.
- C. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 21, 2023 as submitted.
- D. Proclamation; Public Safety Telecommunicators Week: Approval of a proclamation proclaiming the week of April 9 – 15 as “Public Safety Telecommunicators Week” throughout the City of Lenoir as submitted.
- E. Proclamation; Fair Housing Month: Approval of a proclamation proclaiming the month of April 2023 as “Fair Housing Month” throughout the City of Lenoir.
- F. Authorizing Resolution; Stormwater Planning Grant: Approval of an Authorizing Resolution for the Spring 2023 Department of Water Infrastructure Stormwater Planning Grant authorizing the City Manager and/or Finance Director to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above and 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 the second of two public meetings 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.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. April Calendar: The calendar for the month of April will be submitted to Council listing various meetings and events.
2. City offices will be closed on Friday, April 7 in observance of Good Friday.
3. The City/County Services Committee will meet on Monday, April 10 at noon at the J. E. Broyhill Civic Center.
4. The Lenoir Business Advisory Board will meet on Thursday, April 13 at 6:00 p.m., City Hall, Third Floor.
5. NCDOT's Spring Litter Sweep begins on Saturday, April 15 through Saturday, April 29.
6. The Parks & Recreation Advisory Board will meet on Monday, April 17 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

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Voting Delegate; NCLM: City Council may appoint a Councilmember to serve as the City of Lenoir's voting delegate during the North Carolina League of Municipalities (NCLM) Annual Business meeting scheduled on Thursday, April 27 during the City Vision Conference.

X. ADJOURNMENT



PROCLAMATION

In Recognition of

Public Safety Telecommunicators Week

April 9 – 15, 2023



Whereas, the City of Lenoir Police Department Telecommunicators play a vital role in the protection of human life and property in our community; and

Whereas, Telecommunicators have been successfully serving the public safety communication needs of the City of Lenoir throughout the year; and

Whereas, while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

Whereas, Telecommunicators provide a critical communication link between the residents and Emergency Responders; and

Whereas, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our community, 24-hours a day, 7-days a week; and

Whereas, our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services;

Therefore Be It Resolved, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and declare the week of April 9 – April 15, 2023

“National Public Safety Telecommunicators Week”

in the City of Lenoir, in honor of the men and women whose diligence and professionalism keep our city and first responders safe.

Witness, my hand and seal this the _____ day of _____, 2023.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS, April 11, 2023 marks the 55th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the Catawba Valley Association of Realtors is committed to highlighting the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, supporting programs that will educate the public about the right to equal housing opportunities, and planning partnership efforts with other organizations to help assure every American of their right to fair housing.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby resolve that April 2023, being *Fair Housing Month*, begins a year-long commemoration of the U.S. Fair Housing Law in the City of Lenoir and urge all citizens to wholeheartedly recognize this celebration throughout the year.

Adopted this the 4th day of April, 2023.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR**

TUESDAY, FEBRUARY 28, 2023

8:30 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Kent Greer, Ike Perkins, Ralph Prestwood, and David Stevens.

Absent: Councilmember Todd Perdue.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Main Street & Economic Development Director Kaylynn Horn, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, Parks & Recreation Director Kenny Story, Deputy Fire Chief Kenny Nelson, Police Major Andy Wilson, Interim Planning Director Hannah Williams, and Communications Director Joshua Harris.

- I. Mayor Pro-Tem Crissy Thomas welcomed everyone and called the meeting to order.
- II. Presentation; Clock Tower Sculpture: Joe Bigley, Founder and Director of the Western Carolina Sculpture Center and ASU Professor, presented an update on the proposed clock tower sculpture. (A copy of the power point is attached to these minutes as information.)

Mr. Bigley reviewed the center's Mission Statement and stated they are currently working to renovate their studio that is located on the Patterson School grounds. Mr. Bigley mentioned he has participated in the Wood, Fire and Smoke annual event and has a relationship with the City. He asked for Council's consideration to build a new clock tower and reviewed a preliminary concept design. Mr. Bigley mentioned the historic clock would be placed on the tower. In addition, he stated the tower would have stained glass incorporated on it. Mr. Bigley reported he has also worked with Public Works Operations Manager Jon Hogan on this project along with David Coffey and Matthew Anthony. This project is fully funded by a private donor.

Mr. Bigley shared he and a colleague from Appalachian State would like the preliminary concept to include tiles on the exterior of the clock. Citizens will also have the opportunity to design and purchase tiles in honor or memory of someone at an estimated cost of \$50 to \$75 each. Discussion centered on offering workshops for people to learn how to design their own tiles and having elementary students design tiles for the bottom of the clock tower. Councilmember Beal offered to sponsor three students. The project is estimated to be completed in 2023.

Following a brief discussion, it was the consensus of City Council to move forward with the clock tower project as presented.

III. Citizen Comments

- A. There were no citizen comments presented at this time.

IV. Committee Items:

- A. Update; Public Services: Radford Thomas, Public Services Director, introduced Van Cashen, Project Manager with Freese and Nichols along with Charles Archer and Emily Smith who presented information about the General Fund Asset Inventory & Management project.

Director Thomas stated representatives with Freese and Nichols visited each facility and talked with staff to gather ideas/information that may need to be incorporated into this project. Director Thomas mentioned there would be ongoing training for staff and discussion is needed to decide which city staff should be authorized to view the software information. This program is documented and based in an excel spreadsheet form. Mr. Archer pointed out the facility assessment provides staff with the opportunity to know the life expectancy of the facility and its equipment and to know when maintenance should be performed.

Mr. Cashen reviewed a demonstration of the tool and stated a training workshop is scheduled for next week. He stated a Master List of all facilities needs to be compiled as well. As an illustration, he viewed photos of City Hall and explained the condition assessment and architectural assessment would equal a building's combined score. Mr. Cashen included links to photos of areas in the City Hall and stated each item would be scored and also include proper notes. He stated a PDF of the assessment study would be available for staff for their use plus they have the option to utilize the software.

Director Thomas advised the next phase would be a water and wastewater equity assessment.

- B. Update; Public Utilities Operation Manager Jeff Church reported on the following items:

1. The Kincaid wastewater pump station pump went out on Sunday, February 26, 2023 and, upon removing the pump, Staff realized the shaft was broken. Staff is currently trying to repair the shaft and will be borrowing one while it is being repaired. The estimated cost of a new pump, if needed, is in the \$14,000 -15,000 range.
2. Received an email from Mueller on February 21, 2023: 206 meters have been identified as high priority for firmware upgrade. As of this date, 92 have been completed with 114 remaining. Mueller is hoping the Broadcast Remote Firmware Upgrade (BRFU) for meters may arrive as early as next week.
3. Finley Water Project: Field work is currently underway with surveying being done in the Finley area.
4. Crossroads Sewer Project: The pipe installation between the seafood restaurant and the golf course is complete. Restoration work is underway and staff is waiting on paving to be done. Once everything is completed, the contractor will move to Wilkesboro Boulevard and complete that portion of the project.

5. Field work continues for the Brownfield Assessment Project and work at the LHS gym and band room is complete. A report is currently being prepared.
6. Working with several developers on commercial projects who are looking at Lenoir.
7. Getting quotes to replace the bar screen at Gunpowder wastewater plant and to possibly install a bar screen at the Meadowood lift station in Hudson.
8. Obtaining quotes to look into installing a septic receiver at Lower Creek Wastewater facility. If purchased, this will allow for better metering of influent from vendors.

C. Update; Public Works Operations Manager Jon Hogan reported on the following items:

Operational:

1. Compost Day will be held on Saturday, April 1st. Rain date will be Saturday, April 15th.
2. Street Department will be performing drainage addition and asphalt repair at Lower Creek Greenway Parking in near future.

Projects:

1. Hospital Avenue Sidewalk Project: We have received Duke Energy's Utility Relocation plan and cost.
2. LFD Infrastructure Failure (Sinkhole): Catawba Valley Engineering and WK Dickson are working on package to bid out for bid, based on (1) option for complete replacement and an alternate for pipe repair/rehab.
3. Greenway Culvert (Red Roof): Working with McGill; Project went out for bid on 2/27. Bid opening on March 16th.
4. Smith Crossroads Sign: Awaiting Traffic Engineer's "Traffic Safety Study" report for NCDOT encroachment agreement.
5. EV Charging Station: Awaiting 2 quotes, meeting with National Car Charging next week.
6. 2023 Paving: Will assess and prioritize spring/summer paving in the coming weeks.
7. City Hall Improvements: Building quote received. Jessie Plaster is working on quote for window replacement.
8. LPD Stormwater Issue: Property has been surveyed and Catawba Valley Engineering has submitted proposal for Engineering and GEO services to explore the issues.
9. Greenway: All greenway connections are currently in design with Mattern and Craig. I am working with Traffic Engineer to assist with PED counts for the HWY. 18 crossing and Google Connection.
10. Stormwater Mapping Project: We will be working with WPCOG to provide complete stormwater mapping services in order to meet our NPDES permitting requirements.
11. Pennton Ave. Wetland Project: Working with NC State Stormwater/Engineering to perform maintenance on the flow-through wetland on Pennton Ave. We will be using a contractor to aid (long reach machine) in removal of silt and sediment to allow the wetland features to operate efficiently.

V. Community Development

- A. Lenoir Business Advisory Board: Kaylynn Horn, Economic Development Director, on the following items:

- DRL Group will conduct workshops for downtown business owners and citizens in order to receive ideas/suggestions for the new Downtown Master Plan. Director Horn encouraged City Councilmembers and Staff to be involved in the project and pointed out the material would also be available in Spanish. She explained this is an open interacting process with communication. Director Horn stated meetings would be held on March 3, 4, 5 & April 28 at the Harper Room (former Williams Produce.)

B. Planning Board: Interim Planning Director Hannah Williams presented the following report:

1. The next steps for Hillhaven: The preliminary plat allows the applicants to commence any improvements to the land. When the improvements are complete, the final plat will be approved administratively by Council.
2. Planning staff issued two floodplain Notice of Violations for the Lenoir Golf Course and the Hibriten Mulch Yard.
3. We are receiving new single family home permits for Park View. The lots are small so we are requesting to review their grading and runoff plans.
4. Planning Board did not meet in February due to no new business. The Board will meet in March for a training session, regardless of whether there is new business to discuss.

Director Williams further stated there is a vacancy on the Planning Board and Board of Adjustments.

C. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, February 20. Minutes of the meeting were submitted as information. Recreation Director Kenny Story gave the following report:

1. Baseball & Softball registrations will end on March 10th and Lenoir Youth Soccer registration is currently ongoing.
2. February is Black History Month and events were scheduled throughout the month and well attended.
3. The annual Leprechaun Leap 5k/10k will be held at the Soccer Complex on March 18th.
4. Rentals at Mulberry Recreation Center and the Optimist Clubhouse continue to increase.
5. The lighting project at Mack Cook Stadium may be completed by the end of February. Staff will be able to control the lights through an app on their cell phones. New bleachers are being installed at Mack Cook Stadium and will hold around 200 people.
6. Reported that he and Zack Carter have met with the contractors for the new splash pad which will be funded through the Parks & Recreation Trust Fund Grant (PARTF) the department received. For the locker room renovations, there may be some issues with the plumbing lines and how we will be able to work around those lines. The completion date is November 2025.
7. The Broyhill Family Foundation recently donated \$100,000 to have the Walking Park pond dredged.

Director Story stated he would miss everyone as he has announced his retirement effective February 28. He thanked City Council and Department Directors for all of their support during his tenure.

1. Bid Award: Staff recommends Council approval of the low bid of Barger-Ashe Roofing in the amount of \$184,603.00 to install the new TPO Fleece back membrane roof on all of the roof area at Mulberry Recreation Center. Director Story reported funding was included in the budget for this project.

(A copy of the bid tab is attached to these minutes as information.)

Motion

Upon a motion by Councilmember Stevens, City Council voted 5 to 0 to award the low bid of \$184,603.00 to Barger-Ashe Roofing to install the new TPO Fleece back membrane roof on all of the roof area at Mulberry Recreation Center as recommended by City Staff.

VI. Finance and Administration

- A. January Financial Summary: Finance Director Donna Bean reviewed the Financial Summary as of January 31, 2023. The over/under balance in the General Fund is \$4,162,912.96, Downtown District (\$202,813.73) and Water & Sewer Fund \$2,025,918.51.)

(A copy of the January Financial Summary is attached to these minutes as information.)

Director Bean stated the City is on track with its budget and in good financial shape. Next, she presented Personnel Policy Revisions for Council's consideration of approval. (A copy of the Current Policy and Proposed Policy is attached to these minutes as information. Refer to this policy for additional information.)

Director Bean stated that, due to recruitment challenges, staff recommends reverting to the Personnel Resolution dated 7-2016 as it relates to the employment of relatives. The position of Finance Director has been added to the current policy and the title of Human Resources Officer has been changed to Human Resources Manager.

Motion

Upon a motion by Councilmember Beal, City Council voted 5 to 0 to adopt the current Personnel Resolution Proposed Policy as submitted and as recommended by City Staff.

- E. Update: Public Communications: Joshua Harris, Public Information Officer, presented the Communications Report for the month of January. Director Harris reported there were 4 news releases, 154 photos, 5 videos, 65 social posts, 20 questions & answers and 2 e-sign ups. The website's social reach is 86,552 along with 2,162 video views. There were 44,657 Facebook, Twitter, and Instagram followers.
- F. Lease Agreement with Bernhardt Transportation, LLC: City Manager Hildebran informed Council he has been contacted by Bernhardt regarding their lease agreement with the City. Mr. Hildebran stated he plans to notify Bernhardt that, 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 our Public Services Department's space needs. City Council will consider a one-year extension at the next meeting.

VII. Public Safety

- A. Update; Police Department: Andy Wilson, Major, reported the department is planning to hire a candidate who will be graduating from Western Piedmont Community College. He also reported the Caldwell County School System is funding four School Resource Officers (SROs).
- B. Update; Fire Department Annual Report: Interim Fire Chief Kenny Nelson, reviewed information in the Department's Annual Report. Below are several highlights of the report.
- The department signed contracts to purchase a new Rescue Pumper Truck at a cost of just over \$695,000, which will help the department enhance its service to the citizens. The new truck was purchased through HGAC which is a group purchasing organization along with funding through the ARP available funds. The department also purchased a new 2022 Chevrolet Silverado 1500 pick-up truck at a cost of \$38,000 to be used by the Fire Marshall. The department also transferred a Kia Optima to the Police Department for their utilization.
 - Ten firefighters resigned in 2022 for various reasons, but the department is actively working on recruitment.
 - Call volume increased in 2022.
 - Received two grants from the North Carolina League of Municipalities (NCLM) which helped with the purchase of a hose roller and a hose tester. The cost to the department's budget was \$5,894.
 - The City of Lenoir is rated as a Class 2 fire district. Including all 1,533 fire districts, only 13 cities have a better fire rating than the City of Lenoir which means the department's fire rating is within the top 2% of all the fire departments in North Carolina.

A copy of the complete report is available on the City's website at www.cityoflenoir.com/fire.

VIII. OTHER

- A. The March calendar was provided in packet as information listing committee meetings and upcoming events.

IX. ADJOURN

There being no further business, the meeting was adjourned at 10:20 a.m.

Attachments

Bid Award (Barger Ashe)
January Financial Summary



BID TAB

2023 Mulberry Recreation Center Roof
City of Lenoir

Kenny Story
Recreation Director

[illegible]



**City of Lenoir
Financial Summary
As of 1/31/2023**



General Fund					
	2022-2023 Budget	1/31/2023	% of Budget	Change from Previous Year	1/31/2022
Total Revenue	\$ 20,320,130.00	\$ 16,302,366.52	80%	\$ 1,544,583.77	\$ 14,757,782.75
Expenditures	\$ 20,320,130.00	\$ 12,139,453.56	60%	\$ 1,673,660.58	\$ 10,465,792.98
Over/Under	\$ -	\$ 4,162,912.96		\$ (129,076.81)	\$ 4,291,989.77
Downtown District					
	2022-2023 Budget	1/31/2023	% of Budget	Change from Previous Year	1/31/2022
Revenues	\$ 288,220.00	\$ 36,153.07	13%	\$ 4,725.20	\$ 31,427.87
Expenditures	\$ 288,220.00	\$ 238,966.80	83%	\$ 136,226.34	\$ 102,740.46
Over/Under	\$ -	\$ (202,813.73)		\$ (131,501.14)	\$ (71,312.59)
Water/Sewer Fund					
	2022-2023 Budget	1/31/2023	% of Budget	Change from Previous Year	1/31/2022
Revenues	\$ 10,232,980.00	\$ 6,186,687.50	60%	\$ 376,888.64	\$ 5,809,798.86
Expenditures	\$ 10,232,980.00	\$ 4,160,768.99	41%	\$ (2,110.64)	\$ 4,162,879.63
Over/Under	\$ -	\$ 2,025,918.51		\$ 378,999.28	\$ 1,646,919.23

**LENOIR CITY COUNCIL
TUESDAY, MARCH 7, 2023
6:00 P.M.**

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

ABSENT: Councilmember David Stevens.

I. CALL TO ORDER

A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

**WELCOME; PHILLIP HARPER PARKS
& RECREATION DIRECTOR:**

B. Mayor Gibbons welcomed Phillip Harper, the City's new Parks & Recreation Director who is replacing Kenny Story who retired on February 28 following 35+ years of dedicated service. Mayor Gibbons stated Mr. Harper is originally from Lenoir and graduated from Hibernian High School. Mayor Gibbons said Mr. Harper has worked in recreation across the state for several years and pointed out that everyone is looking forward to working with him.

2023 YEAR OF THE TRAILS:

BURKE COUNTY: C. Mayor Gibbons presented a flyer listing information about the 2023 Year of the Trails in Burke County and thanked Bryant Lindsay for sharing this event with Council. Mayor Gibbons reported an event is scheduled for Saturday, March 11 from noon – 5:00 p.m. at the COMMA in Morganton and hosted by Debra Holt Noel of North Carolina Weekend. Ms. Noel will review the topic of the Year of the Trails and how it is celebrated as trails and trail-related activities are highlighted around the state.

Mayor Gibbons also reported the City of Lenoir and Caldwell County would be working along with Burke and Caldwell counties in celebrating this great event.

Mr. Lindsay thanked City Council for the recognition.

**ANNUAL REPORT;
POLICE DEPARTMENT:**

C. Brent Phelps, Chief of Police, presented a summary of the Department's 2022 Annual Report to City Council. The full report is online at www.cityoflenoir.com/police. He stated Staff began using the National Incident

Based Reporting System (NIBERS) in 2019, which was the first full year they submitted data into the program. He explained the pandemic occurred in 2020-21 resulting in everything bottoming out for the Department so Staff chose to compare data from 2019 and 2022 as a baseline when compiling the report. Chief Phelps reported there were no homicides in 2022. He shared there was a 2% reduction in calls for service and domestics were also down. In addition, Chief Phelps reported overdoses increased by 216% from 2019 and opioid induced overdoses increased by 330%. Opioid related services were \$750,000 and he emphasized this issue is a problem all across the country.

Next, Chief Phelps stated officers used Narcan 73 times resulting in 71 lives being saved. He shared all Lenoir officers are certified in administering Narcan and they carry it on their person and in their patrol car in case they get exposed to opioids during an interaction with the public. Chief Phelps reported they are receiving allotments of Narcan from the North Carolina Harm Coalition, but noted it is getting harder to obtain due to an increase in the number of Police Departments that are using it. He mentioned the Department has an allotment of Narcan, but stated they may have to purchase it in the future.

Chief Phelps reported there were 38,000 calls for service, 10,000 house checks and 1,100 follow up checks. A total of 178 nuisance offenses occurred resulting in the City abating 27 properties and owners abating 103 properties. Chief Phelps stated the Department is required to report traffic stops and enforcement by race. He shared there were 50 uses of force last year and almost 27,000 law enforcement interactions with the public. However, he shared that Staff estimates this number to be low due to all of the outside activities the officers participate in such as providing security at Hibriten High School sporting events and downtown festivals to name a few.

Chief Phelps reported the Department used forfeiture funds to purchase new 9-millimeter weapons for all the officers in order to be consistent. The department also purchased three hybrid vehicles, which are currently being up-fitted for their use. He stated they were more expensive to purchase, but that other agencies were using them and having success. In addition, Chief Phelps said two lieutenants and one captain retired recently, and stated he is working on succession by preparing Staff as much as possible in order for them to step up whenever a vacancy occurs. Chief Phelps further reported he serves on the Chief's Advisory Committee at the North Carolina League of Municipalities (NCLM) and he will continue to stay involved. He mentioned Staff also performs investigative work with Health Protective Services.

On behalf of City Council, Mayor Gibbons thanked Chief Phelps for the good report and for all that the officers do every day for the City of Lenoir and its citizens.

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. (A copy of the recorded Written Order is hereby incorporated into these minutes by reference. Refer to pages 74-77.)

- C. Freese and Nichols, Inc. Professional Services Agreement, Amendment No. 1: Staff recommends approval of Amendment No. 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. (A copy of Amendment No. 1 is hereby incorporated into these minutes by reference. Refer to pages 78-82.)
- 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. (A copy of the executed lease agreement is hereby incorporated into these minutes by reference. Refer to (pages 83-94)
- E. Closed Session Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, February 21, 2023 as reviewed by the City Attorney, City Council, and City Manager.

Upon a motion by Mayor Pro-Tem Thomas, 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

FY2021-2025 UNIFOUR CONSORTIUM CONSOLIDATED PLAN & FY2021 ACTION PLAN FOR THE CITY OF LENOIR:

A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the first of two public meetings 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 and HOME-ARP funds for fiscal year 2021, beginning July 1, 2021 and ending June 30, 2030. The City of Lenoir serves as the Lead Entity for the Unifour Consortium.

Mr. Oxford stated they are required by DHUD to hold two public meetings and informed Council he received notification of funding cuts for the upcoming fiscal year. He reported the City of Lenoir would receive \$142,691 in CDBG funds and \$1,200,690 in HOME funds. This funding becomes available on July 1, 2023.

Mr. Oxford reported the City is currently utilizing CDBG funding for renovations at The Campus (former Lenoir High School) Complex, which includes the gymnasium, auditorium and Mack Cook Stadium.

Mr. Oxford also reviewed funding for the HOME program and reported the program assists low-income buyers with up to 20% of the purchase price and caps at \$30,000. He stated this is a zero interest loan with zero payments and one-half of the amount is forgiven after 10 years.

Mr. Oxford shared that interest and housing rates are up and noted that significant

funding is currently available for qualified buyers. Mr. Oxford clarified the funding for the HOME program is for the four county area.

This funding assists first time homebuyers and is based on 2022 income limits as listed below:

1 person household	\$37,750
2 person household	\$43,150
3 person household	\$48,550
4 person household	\$53,900

In addition, Mr. Oxford stated the maximum purchase price of existing homes is \$198,000 and new homes is \$251,000. He shared homes are hard to find if an individual is below the income limits.

Mr. Oxford also explained the process of how CHODO funding works. A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves.

Mr. Oxford further explained developers could apply for a low interest loan for multi-family housing projects through the North Carolina Financing Agency. The maximum amount of a loan is \$300,000 and he pointed out it is a competitive process. The developers design the project, finalize their funding and submit a letter of commitment for the project. If a project is funded, the developer may receive tax credits. He mentioned they have previously funded the Kattz Corner apartment project, Veridian, and Arbor Glen in Lenoir.

PROPOSED SUBSTANTIAL AMENDMENT;

HOME-ARP FUNDS: B. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments (WPCOG), held a public meeting 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 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 Block Grant (CDBG), HOME and HOME-ARP funds for fiscal 2021, beginning July 1, 2021 and ending June 30, 2030.

Mr. Oxford explained the HOME-ARP Allocation Plan as reviewed by Ben Willis, WPCOG, at the City Council's budget retreat on February 24. These supplemental ARP funds through the HOME Investment Partnership Program (HOME) are to be designated to support communities throughout our country with addressing homelessness. The City of Lenoir has to submit a substantial amendment to its action plan and submit to HUD as to how it plans to address this issue.

Mr. Oxford reported staff has done consultations with City and County managers, work force development, police, non-profit organizations, public housing, homeless shelters, emergency services and medical staff among others. After reviewing all data and looking at what other areas have done, the WPCOG proposes to hire four Community Service Navigators along with a manager to compile all the data in assessing homeless people's needs along with directing them to available services in their communities.

City Manager Hildebran reiterated these individuals would be employed by the WPCOG and stated funding would be distributed over a period of years.

Mr. Oxford stated it would be a process but with Council's approval, he would submit the information to HUD by March 31, 2023.

Following a brief discussion and upon a motion by Councilmember Perkins, City Council voted 6 to 0 to approve 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 in HOME-ARP funds as presented by Rick Oxford, WPCOG.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

ABC BOARD: 1. The ABC Board will meet on Thursday, March 9 at 2:00 p.m.

LENOIR BUSINESS ADVISORY BOARD:

2. The Lenoir Business Advisory Board will meet on Thursday, March 9 at 6:00 p.m. at City Hall, Third Floor.

CITY/COUNTY SERVICES

COMMITTEE: 3. The City/County Services Committee will meet on Monday, March 13 at noon.

NC MAIN STREET

CONFERENCE: 4. The North Carolina Main Street Conference will begin on Tuesday, March 14 through Thursday, March 16 at the Statesville Civic Center.

PARKS & RECREATION ADVISORY BOARD:

5. The Parks & Recreation Advisory Board will meet on Monday, March 20 at 6:00 p.m. at Mulberry Recreation Center.

GOOGLE & BETABOX

LEARNING: 6. Google is teaming up with Betabox Learning, a leading provider of mobile STEM labs, to launch a STEM tour of North Carolina school districts. The kick off will be Saturday, March 11, 2023 at the Martin Luther King, Jr. Center (MLK) from 11:00 a.m. to 3:00 p.m.

LEPRECHAUN LEAP

5k/10k RACE: 7. The annual Leprechaun Leap 5k/10k will be held at the Soccer Complex on Saturday, March 18.

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 Curtis Baker be appointed to serve a term on the Board of Adjustments, which will expire June 2026. This board appointment was

announced at the February 21, 2023 meeting.

Mayor Gibbons stated Mr. Baker currently serves on the Planning Board and their members also serve on the Board of Adjustments.

Upon a motion by Mayor Pro-Tem Thomas, City Council voted 6 to 0 to appoint Curtis Baker to serve a term on the Board of Adjustments, which will expire June 2026.

**NEWLY FORMED ECONOMIC ADVISORY
COMMITTEE:**

B. Mayor Gibbons explained the Caldwell County Economic Development Commission and the Sales Tax Reinvestment Committee no longer exists. He reported a newly formed Economic Advisory Committee (EAC) has been formed which is comprised of City and County managers.

Mayor Gibbons recommended that City Council appoint City Manager Scott Hildebran to serve on this new committee.

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to appoint City Manager S Scott Hildebran to serve on the Economic Advisory Committee (EAC) as presented and as recommended by Mayor Gibbons.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting adjourned at 7:03 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

BK 2078 PG 1100 - 1103 (4)

This document presented and filed:
03/09/2023 01:41:21 PM

Fee \$26.00



10082135

Caldwell County North Carolina
Wayne L. Rash, Register of DeedsCity of Lenoir

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 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 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 1,870sq. 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.

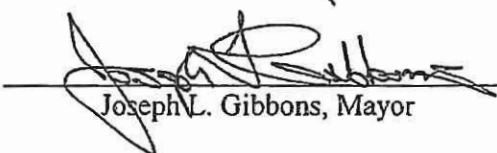
Rendered in public hearing on February 21, 2023. Approved as to written form on March 7th, 2023.

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 7th day of March, 2023.

SEAL




Joseph L. Gibbons, Mayor

SEAL

ATTEST:


Shirley M. Cannon, City Clerk



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

FRESE AND NICHOLS, INC.

By: [Signature]By: [Signature]Name: Vimal NairName: Vimal Nair, PETitle: City ManagerTitle: Principal/Vice PresidentDate: 3/8/2023Date: 2/14/2023

ATTACHMENT SC

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

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

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this 2nd day of March, 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:

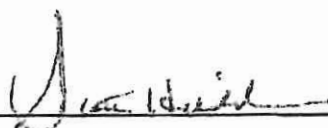
Lessor: City of Lenoir
Attn: Scott Hildebran, Manager
Shildebran@CLLENOIR.NC.US
Post Office Box 958
Lenoir, North Carolina 28645

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)

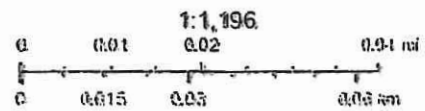
By: Km. McDougall
V.P.

Caldwell County

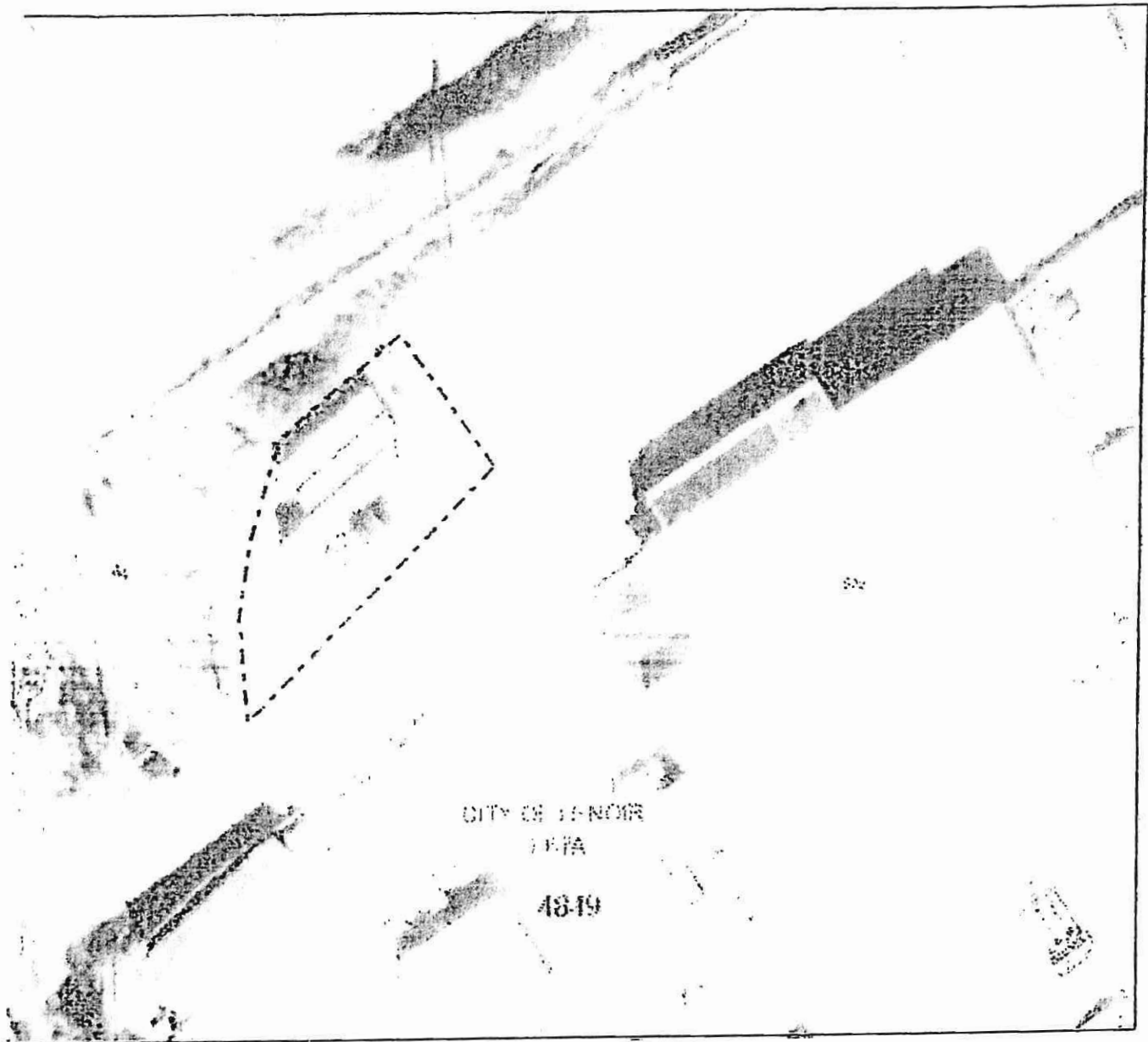


This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit A - Overall Plan

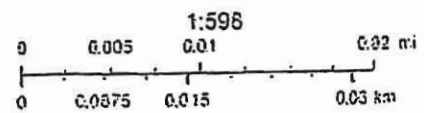


Caldwell County



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

Exhibit B - Parking & Storage Area



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

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

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

**SPECIAL RECOGNITION;
WESTERN PIEDMONT SISTER CITIES**

ASSOCIATION: B. On behalf of City Council, Mayor Gibbons read and presented a resolution to Ms. Tracy Trimble in honor and recognition of the Western Piedmont Sister Cities Association's (WPSCA) 30-year Anniversary.

Mayor Gibbons also presented Ms. Trimble with a small city flag, two city coins and two lapel pins for placement in the time capsule the organization is participating in along with the surrounding municipalities. WPSCA plans to bury the time capsule on the grounds of the Western Piedmont Council of Governments (WPCOG) in Hickory.

Ms. Trimble thanked City Council for the honor and recognition. Ms. Trimble stated (WPSCA) hopes to get a partnership restarted next semester with Hibrten High School. She shared (WPSCA) also plans to organize an educational and cultural exchange by visiting the Oktoberfest in Hickory, NC, along with arts and municipal governments. This event will include the four county area of Alexander, Burke, Caldwell, and Catawba.

WELCOME; GERMAN EXCHANGE

STUDENTS: C. On behalf of City Council, Mayor Gibbons welcomed a group of twelve students and two teachers, Gregor Fuetterer and Svea Beiser, who are visiting Lenoir through an exchange program with Hibrten High School (HHS). Mayor Gibbons presented each student with a lapel pin and the teachers and Sascha Sanderlin, German and Spanish language teacher at HHS with a small city flag, two city coins and two lapel pins. The students introduced themselves and said what area they are from in Germany.

Mr. Sanderlin thanked City Council for the recognition and stated this is the tenth year Hibrten High School has participated in the German American Partnership Program (GAPP.) He remarked this program enriches the entire community as the students learn so much from each other. Mr. Sanderlin also stated the exchange program is funded by Germany and the United States.

Mr. Sanderlin shared the students enjoyed visiting the Nascar Hall of Fame and thanked the host families along with the community. He thanked City Council for inviting them to share their experience and mentioned students were previously unable to visit for the past couple of years due to COVID.

Mr. Gregor Fuetterer also thanked City Council and all the host families. He stated they could not do this program without having the host families. He stated he appreciates everyone's hospitality by making the students feel welcome and at home. Mr. Fuetterer said he would like to visit our area again sometime as it is a great place and he hopes to continue the great partnership. Mr. Fuetterer presented Mayor Gibbons with several presents from the Black Forest area including a small red hat, a chocolate bar and note pad.

On behalf of City Council, Mayor Gibbons stated he was glad everyone enjoyed their time here and also recognized and thanked all of the host families including Councilmember David Stevens.

**2022 NC MAIN STREET AWARD
WINNER LIQUID ROOTS & MAIN
STREET DEPARTMENT:**

- D. On behalf of City Council, Mayor Gibbons congratulated Tommy and Jamie Brubaker and Taylor and Katie Brummett, owners of Liquid Roots Brewery, upon their receiving the North Carolina Main Street Award for 2022 during the Main Street Conference held in Statesville on March 14 – 16.

Mr. & Mrs. Brubaker and Mr. & Mrs. Brummett thanked City Council for the recognition and for all of their support.

In addition, the City's Main Street Department received the 2022 Award of Merit in the Best Economic Recovery Initiative for Staff's "Pivots & Patronage (PPP) with Digital Platforms Initiatives" program, which included the Leprechaun Chase, Halloween Heist and digital games.

**COMMENDED;
CITY STAFF:**

- E. Mayor Gibbons commended Kaylynn Horn, Main Street Director, and Matthew Anthony, Downtown Event Coordinator, for all their hard work during the Main Street Conference and stated they also participated in several sessions.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of Budget Retreat of Friday, February 24, 2023 as submitted.
- B. Renewal; Sidewalk Café Permit: Approval of the renewal of the Side Street Pour House Sidewalk Café Permit with the following conditions (carried forth from the original approval.)
 1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings of modifying any enclosure fencing.
 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.

3. All provisions of Sec. 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department. (A copy of the permit is hereby incorporated into these minutes by reference. Refer to pages.)
- C. Purchase; Refuse Truck: Staff recommends City Council authorize the purchase of the 2024 Freightliner M2106 – Heil DuraPack 5000 – 25 cubic yard heavy-duty compaction rear loading refuse truck by resolution at a cost of \$228,818.73 and the utilization of the competitive bidding group purchasing exception. (A copy of the bid tab is hereby incorporated into these minutes by reference. Refer to page.)
- D. WPCOG Stormwater Partnership; Contract Renewal: Approval of the Contract Renewal between the Western Piedmont Council of Governments and the city of Lenoir for Assistance in Supporting the Western Piedmont Stormwater Partnership for July 1, 2023 – June 30, 2025 at a cost of \$110,724. (A copy of the contract is hereby incorporated into these minutes by reference. Refer to pages.)
- E. WPCOG Stormwater Mapping Agreement: Approval of the Agreement between the Western Piedmont Council of Governments and the City of Lenoir for the Provision of Stormwater Utility Mapping Services at a fee not to exceed \$188,044. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages.)
- F. Resolution; Western Piedmont Sister Cities Association 30-year Anniversary: Approval of a resolution in honor and recognition of the Western Piedmont Sister Cities Association 30-year Anniversary. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page.) Note: This resolution was added to the Consent Agenda by City Council.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to approve the items listed on the Consent Agenda (A-F) 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 FACILITY:

1. The Foothills Regional Airport Authority will meet on Wednesday, March 29 at noon at the Airport facility.

NATIONAL LEAGUE OF CITIES; CONGRESSIONAL CITY CONFERENCE:

2. The National League of Cities (NLC) Congressional City Conference will be held on Saturday, March 25 through Tuesday, March 28 in Washington, DC. Representing the City of Lenoir will be Mayor Pro-Tem Crissy Thomas, City Attorney T. J. Rohr and City Manager Scott Hildebran.

CANCELLED; COMMITTEE OF

THE WHOLE: 3. The Committee of the Whole meeting scheduled on Tuesday, March 28 has been canceled.

BUDGET

MEETING: 4. A Budget Meeting is scheduled for Thursday, March 30 beginning at 8:30 a.m. at City Hall, Third floor.

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

A. There being no further business, the meeting adjourned at 7:03 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

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

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

Submittal Checklist:

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

Permit Information:

Property Address: 128 Main St. NC PIN: _____

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

Business Name: Side Street Pour House & Grill

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

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

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

Contact Information:

Name of Restaurant Operator: Kevin Eller

Street Address: 2606 Keyes Pl

City: Lenoir State: NC Zip: 28645

Phone Number: 828-234-4535

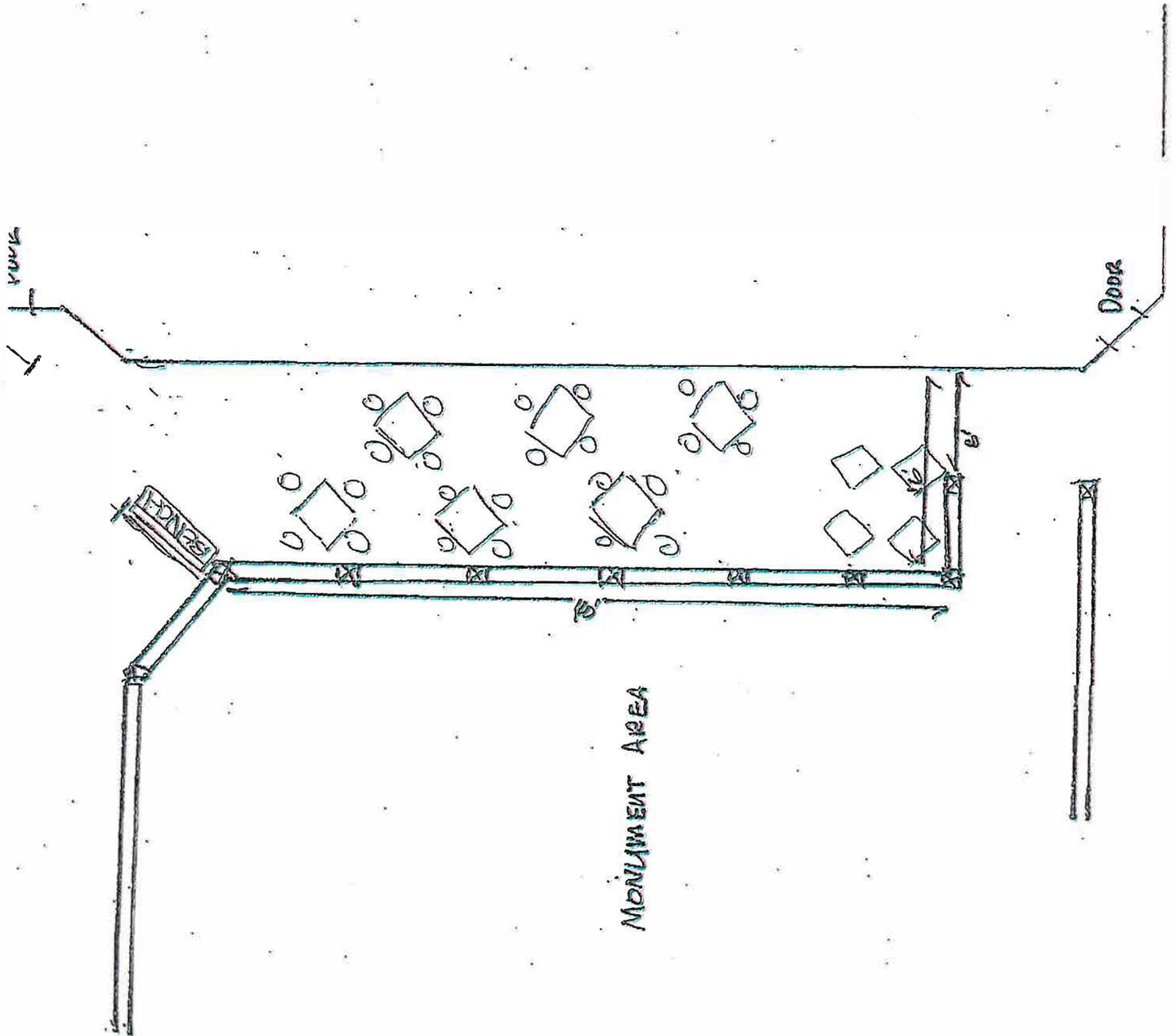
Fax Number: _____

Email: Kevin.eller@yahoo.com

Owner's Signature: [Signature]

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

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





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**RESOLUTION BY LENOIR CITY COUNCIL AUTHORIZING THE
UTILIZATION OF THE GROUP PURCHASING PROCESS AND
AUTHORIZING THE PURCHASE OF A REFUSE TRUCK**

WHEREAS, the City Council of Lenoir approves the purchase of a 2024 Freightliner M2106 - Heil DuraPack 5000 - 25 cubic yard heavy-duty compaction rear loading refuse truck. It was anticipated the purchase would be made out of the FY 23-24 budget however; the truck will become available sooner than anticipated. Due to limited supply chain availability and the need for the equipment, staff recommends purchasing the truck when it becomes available and replacing the funding July 1, 2023 using revenue replacement funding for the purchase.

WHEREAS, the City Council of Lenoir approves the utilization of the competitive bidding group purchasing process as allowed by the General Statutes (GS 143-129(e)(3)). This vehicle is on the North Carolina Sheriffs' Association (NCSA) contract bid# 22-06-0426R.

NOW, THEREFORE, BE IT RESOLVED BY THE LENOIR CITY COUNCIL:

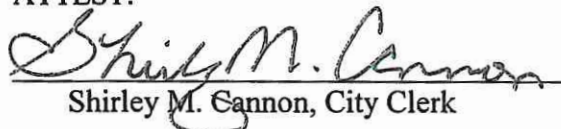
City Council approves the purchase of a refuse truck from Carolina Environmental Systems, Inc. in the amount of \$228,818.73 and replacing the funding July 1, 2023 using revenue replacement funding for the purchase.

Adopted this the 21th day of March, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
 STORMWATER PARTNERSHIP
JULY 1, 2023 – JUNE 30, 2025

This AGREEMENT, to be effective on the 1st day of July, 2023, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Storm Water Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. ("Stormwater Partnership" hereinafter); and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the NPDES Phase II six minimum measures through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the work described in this contract.

4. **Compensation.** The Local Government will pay the Planning Agency a regional Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit A. The City of Lenoir's calculated Stormwater Partnership fee for the period beginning July 1, 2023 and ending June 30, 2025 is not to exceed **\$110,724.00** (one hundred ten thousand seven hundred and twenty-four dollars). These fees will be billed in eight quarterly payments of **\$13,840.50** (thirteen thousand eight hundred forty dollars and fifty cents).

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's program. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate.

6. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

7. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2023 and ending June 30, 2025.

8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community

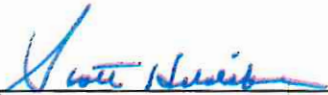
Development Act of 1974, Section 109.

10. Age Discrimination Act of 1975, as amended. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. Section 504, Rehabilitation Act of 1973, as amended. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: 
City Manager

By: _____
Executive Director

By: 
City Clerk

Planning Agency:
By: _____
Chair

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

EXHIBIT A

THE CITY OF LENOIR WESTERN PIEDMONT STORMWATER PARTNERSHIP JULY 1, 2023 – JUNE 30, 2025

PROGRAM OVERVIEW

The following work program is presented as descriptive of the work called for in the agreements concerning stormwater program assistance activities by the Western Piedmont Council of Governments for local governments in the Stormwater Partnership.

1. The Western Piedmont Council of Governments staff will work with the Local Government's Staff to adapt the work plan and priorities as needed to satisfactorily implement requirements in NPDES Phase II Permits and management plans.
 - Public Education and Outreach on Storm Water Impacts – The Planning Agency will fulfill the education and outreach component of the permit by developing workshops; arranging speakers; development of school partnerships and projects; preparing outreach materials; and presenting to various groups and at events, and other Education Outreach activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Public Involvement and Participation – The Planning Agency will manage planning and implementation of public events for stormwater information to the general public as well as coordination of volunteer programs for stormwater programs or stream cleanups, and other Public Involvement and Participation activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Illicit Discharge Detection and Elimination – The Planning Agency will conduct active investigation and enforcement of the Local Governments illicit discharge within the Local Governments jurisdiction and other Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Construction Site Stormwater Runoff Control – North Carolina Division of Environmental Quality is responsible for the Local Government's Construction Site Stormwater Runoff Control Program. Follow-up by the Planning Agency will occur.
 - Post-Construction Storm Water Management in New Development and Redevelopment – The Planning Agency will manage the permitting process, annual reports, inspections, and files associated with Post Construction as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

- Pollution Prevention/Good Housekeeping for Municipal Operations – The Planning Agency will conduct education to Local Government employees and inspection of Local Government facilities for Pollution Prevention/Good Housekeeping activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 FOR THE PROVISION OF
 STORMWATER UTILITY GIS MAPPING SERVICES:
 March 1, 2023- December 31, 2025

This AGREEMENT, entered into on this the first day of March 2023, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$183,044.00** (One Hundred eighty-three thousand and forty-four dollars) during the period beginning March 1, 2023 and ending December 31, 2025 (22 months). These fees will be billed in monthly payments of **\$8,320.18** (Eight thousand three

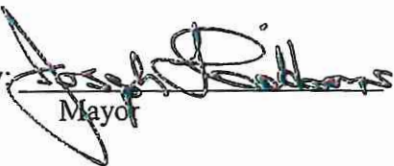
hundred twenty dollars and eighteen cents).

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning March 1, 2023 and ending December 31, 2025.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

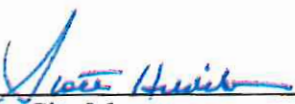
IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: 
Mayor

By: _____
Executive Director

By: 
City Manager

PLANNING AGENCY:
By: _____
Chair

Pre-audit statement:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

**ATTACHMENT A
CITY OF LENOIR
STORMWATER UTILITY GIS MAPPING SERVICES:
MARCH 1, 2023 – DECEMBER 31, 2025
WORK PROGRAM/BUDGET**

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning Stormwater Utility GIS Mapping Service activities by the Western Piedmont Council of Governments for the City of Lenoir. The product(s) of the planning activities shall be:

I. WORK PROGRAM/SCOPE OF SERVICES

The general scope of services called for in this work program require the Planning Agency, on the behalf of the Local Government, to provide professional staff time to map and update the Local Government's GIS database for its stormwater utilities as outlined in the local government's Stormwater Management Plan. This includes:

Outfalls and receiving waters

- Storm sewer pipes
- Open channel conveyances (swales, ditches, etc.)
- Catch basins/inlets/Culverts
- Flow Directions
- Interconnections with other MS4s and other storm sewer systems
- Municipally-owned stormwater treatment/retention structures including but not limited to
 - detention and retention basins
 - infiltration systems
 - bio-retention areas
 - water quality swales
 - gross particle separators
 - oil/water separators
 - other proprietary systems

The mapping of stormwater utilities will be used for Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

II. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES

- A. A Planning Agency GIS Analyst will provide services in oversight and performance of tasks required in this contract for services. The Analyst will primarily perform the required duties from the field and physical location of the Planning Agency. The

Project GIS Analyst will be assisted in various facets of the contract by other GIS staff from the Planning Agency office.

- B. The Local Government will be responsible for assisting the Planning Agency in maintaining the necessary Esri GIS licenses for both Local Government and Planning Agency use in fulfilling the requirements of this contract.
- C. Planning Agency staff are covered by workers compensation insurance in accordance to State Statutes. A limited amount of other insurance is provided by the Planning Agency via relationship with the League of Municipalities. The Planning Agency does provide automobiles to employees. All Planning Agency staff are required to have a valid driver's license, insurance and a vehicle that can be used for Agency purposes.
- D. The Planning Agency will ensure that all GIS data and applications are compatible with current tablets and smartphones, as well as PCs. This will primarily be achieved via ArcGIS Online, Collector for ArcGIS, ArcServer and associated technologies.
- E. The Local Government will be responsible for purchasing and managing its own subscriptions to Esri's ArcGIS Online service. Dollars for this requirement are not included in this contract.

III. COMPENSATION

For the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$183,044.00** (One Hundred eighty-three thousand and forty-four dollars) during the period beginning March 1, 2023 and ending December 31, 2025 (22 months). These fees will be billed in monthly payments of **\$8,320.18** (Eight thousand three hundred twenty dollars and eighteen cents).

- Pollution Prevention/Good Housekeeping for Municipal Operations – The Planning Agency will conduct education to Local Government employees and inspection of Local Government facilities for Pollution Prevention/Good Housekeeping activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Department of Water Infrastructure Stormwater Planning Grant Application Resolution

Background Information: The State of North Carolina Department of Water Infrastructure has made available a grant program to make funding available to eligible units of local government that have a need to develop a comprehensive stormwater management inventory that includes condition assessment of critical assets within the stormwater collection system, system mapping and CIP development. The grant would provide funding up to \$400,000.00 to assist the City of Lenoir in undertaking this beneficial analysis of our stormwater assets. If the application is funded through the Department of Water Infrastructure, no match is required by the City.

This grant opportunity could be very beneficial to the City to facilitate the further development of a stormwater system inventory program that will provide a clearer understanding of our critical needs within our stormwater system. It will also be beneficial in the development of a Capital Improvement Plans.

- II. Staff Recommendation:** Staff recommends approval of the proposed resolution authorizing the City Manager and Finance Director to execute and file the Stormwater Planning Grant with the NC Department of Water Infrastructure for the project described above.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

**CITY OF LENOIR
RESOLUTION BY THE CITY OF LENOIR FOR
SPRING 2023 DEPARTMENT OF WATER INFRASTRUCTURE
STORMWATER PLANNING GRANT**

WHEREAS, The City of Lenoir has need for and intends to construct, plan for, or conduct a study in a project described as the City of Lenoir Stormwater Planning Project, and

WHEREAS, The City of Lenoir intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LENOIR

That the City of Lenoir, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement (if required) a provision authorizing the State Treasurer, upon failure of the City of Lenoir to make a scheduled repayment of the loan, to withhold from the City of Lenoir any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project.

That Scott Hildebran, City Manager and/or Donna Bean, City Finance Director, the **Authorized Representatives** and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4th day of April 2023 at Lenoir, North Carolina.

Joseph L. Gibbons, Mayor

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir, NC does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Lenoir, City Council duly held on the 4th day of April 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of April 2023.

Shirley Cannon, City Clerk

**NOTICE OF PUBLIC HEARING
CITY OF LENOIR**

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a second 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 City of Lenoir received \$142,691 in CDBG funds which will be used for Public Facility Improvements. The City of Lenoir as lead entity for the Unifour Consortium received \$1,200,690 which will be used for Assistance to First Time Home Buyers, financing of Multi-Family Housing Projects, and funding of Community Housing Development Organizations, (CHDO's).

The public hearing will be held on Tuesday, April 4, 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 is a 30-day comment period beginning February 16, 2023, to obtain citizen input before the plan is adopted.

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

This meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For more information, contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD.
PUBLISH: Tuesday, March 21, 2023

Please run this ad on Tuesday, March 21, 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/City of Lenoir CDBG Program
1880 2nd Avenue NW

Hickory, NC 28601
828-514-9191

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 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

Please run this ad on Thursday, February 16, 2023

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Use Small Block Ad

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Affidavit Required

Send Bill & Affidavit to:

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

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

CITY OF LENOIR
FY-2023 Action Plan

City of Lenoir

P.O. Box 958
Lenoir, NC 28645
(828) 485-4245

For Submittal to the U.S. Department of Housing and Urban Development
May, 2023

**ACTION PLAN 2023
CITY OF LENOIR, NORTH CAROLINA**

- I. Federal Form 424**
- II. Introduction**
- III. Five Year Strategy**
- IV. Second Year Action Plan 2023**
 - A. Resources**
 - 1. Federal**
 - B. Activities to be Undertaken**
 - 1. Public Facilities Improvements**
 - 2. Program Administration**
- V. Other Actions**
 - A. Affordable Housing**
 - B. Homelessness and Other Special Needs**
 - C. Non-Housing Community Development Needs**
 - D. Lead Based Paint Hazard Reduction**
 - E. Public Housing Improvements**
 - F. Public Housing Residents Initiatives**
- VI. Monitoring**
- VII. Fair Housing - Barriers to Affordable Housing**
- VIII. Anti-Poverty Strategy**
- IX. Coordination of Efforts**
- X. Summary of Citizen Comments**
- XI. Certifications**

II. INTRODUCTION

The Community Development Block Grant Entitlement Program allows the City of Lenoir to address the housing affordability, community and economic development needs for the low and moderate-income residents of Lenoir. The Consolidated Plan is a planning document which guides the development of affordable housing, community and economic development strategies. The Consolidated Plan serves as a guide to be used in decision making for investors, non-profit organizations, community organizations, program administrators, City officials and concerned citizens. The Consolidated Plan, required by the Department of Housing and Urban Development, is designed to promote and coordinate citizen participation in the development of local priority needs and objectives.

This year the City of Lenoir will be utilizing the entitlement funds from the CDBG program for public facilities renovations at the Old Lenoir High School Complex which include the Gym, the Auditorium and Mack Cooke Stadium.

Mandated by the U.S. Department of Housing and Urban Development, the Consolidated Plan, developed in FY 2020 for a five year period, set forth a five-year plan for addressing the City's housing, community development and economic development needs of its low and moderate – income residents. The following is the summary of the five-year plan and the strategies for the FY 2023 CDBG program year.

III. FIVE YEAR STRATEGY

Summary of the Five Strategy. The City of Lenoir has established the following significant elements for achieving its strategic purposes and objectives through this consolidated plan.

- Installation of streets and sidewalks in CDBG eligible areas.
- Installation of greenways paths and/or bridges in CDBG eligible areas.
- Streets improvements in CDBG eligible areas.
- Installation of water & sewer in CDBG eligible areas.
- Elimination of slum and blight housing units and vacant buildings in the city through the acquisition and demolition and/or condemned structures.
- Increase economic and job opportunities for low and moderate income persons.
- Stimulating homeownership opportunities for low and moderate income homebuyers by providing downpayment assistance through the HOME Unifour Consortium Program.
- Increase the supply of standard, affordable housing through the rehabilitation of existing structures.
- Continue supporting programs offered by non-profits that benefit low and moderate income people and meet the requirements of CDBG Program.
- Encourage efforts on a regional basis to further study and address homelessness.
- Continue efforts to create, maintain or improve new or existing parks, recreational and other public facilities in CDBG eligible areas.
- Continue efforts to reduce and eliminate lead-based paint hazards through education and testing, utilizing services of the Caldwell County Health Department.
- Continuation of efforts to further Fair Housing and minimize relocation or displacement in all programs.

Priority Analysis and Strategy Development. The City of Lenoir has established its general priorities for allocating federal, state and private resources expected to be available over the five-year period of the consolidated plan. The data obtained from the 2010 Census and HUD Databooks indicate that low-income small related, low-income large related and elderly owner households were more likely to experience housing problems than other sub-populations. The growing number of severe housing problems in the 0 to 80% income categories, indicate the need for rehabilitation assistance. The City will continue to support applications for elderly and low-income housing rehabilitation and construction.

The City also supports any applications for funds which goals are to provide affordable, safe and decent housing to low and moderate income individuals and families.

Sources of Funds. All program activities will be paid by federal CDBG funds

IV.

FOURTH YEAR ACTION PLAN 2023

Strategy Implementation-Year 4

Total CDBG Funding **\$142,691**

Total Resources **\$142,691**

In accordance with 24 CFR Part 91.220 of Title 1 of the Housing and Community Development act of 1974, as amended, the City of Lenoir's One Year Action Plan outlines the activities that will be funded using CDBG funds.

A. Resources

1. Federal

Federal resources are expected to be available to address the priority needs and specific objectives identified in the strategic plan of the CDBG Program. The City anticipates receiving \$142,691 in FY 2023.

B. Activities to be Undertaken

Priority 1. Public Facilities - \$114,153 for renovations at the Old Lenoir High School Complex which include the Gym, the Auditorium, the Band Building, the Old Leo's building and Mack Cooke Stadium.

Geographic Distribution. Low Income Census Tract

Priority 2. Program Administration - \$28,538 in CDBG funds to provide efficient and timely administrative services. Administration will be a key component to the success of the City of Lenoir programs. The staff will be responsible for preparing all documents required of the CDBG Program, monitoring and other requirements of the Program.

V. OTHER ACTIONS

A. Affordable Housing. The City of Lenoir has established its general priorities for allocating federal, state and private resources expected to be available over the five year period. The data obtained from the 2010 Census of Population and Housing and HUD Databooks indicate low-income households are more likely to experience housing problems. Older adults will continue to experience housing problems due to that population's decreased incomes, the age of their homes and their increasing frailty as they age. The City of Lenoir will continue to support individual applications for HOME, CDBG and Rural Development Corporation funds to address these needs.

Priority has been given to improving areas of the city through infrastructure improvements and improvements to public facilities. The City of Lenoir supports any applications, which have goals of providing affordable, safe and decent housing to low and moderate-income families and individuals.

B. Homelessness and Other Special Needs. The City of Lenoir will work closely with the existing network of agencies and organizations that are addressing the needs of the homeless and those threatened with homelessness and those with special needs housing. The City of Lenoir will work with regional efforts by the Western Piedmont Council of Governments or the Unifour Consortium to study the causes and possible remedies for homelessness.

C. Non-Housing Community Development Needs. The City of Lenoir will seek to improve the downtown business area. This revitalization of this area is of extreme importance in maintaining the character of the City. New businesses, restaurants, and industry are needed to create new jobs and to increase the viability of the City.

D. Lead Based Paint Hazard Reduction. The number of homes built before 1970 is 4563 all of which can be classified as potential hazards. Any units assisted with CDBG funds will be addressed for lead hazards on a unit-by-unit basis in accordance with all D-HUD regulations. With limited funds available, the abatement of lead from all units within the city is not possible. Lead based paint hazard and abatement information is made available at the CDBG office for all city residents upon request. Approved measures such as wet scraping to reduce the amount of lead disturbed during rehabilitation will be used.

E. Public Housing Improvements. The Lenoir Housing Authority plans to improve the management and operation of the public housing units by applying for funds to refinance the 97 units currently managed by a private management company. Further, the LHA cooperates with the Western Piedmont Council of Governments to increase homeownership among residents, and encouraging residents to apply for homebuyer assistance funds. The LHA also coordinates efforts with the Lenoir Police Department to reduce crime in at their units.

F. Public Housing Resident Initiatives. The LHA will work in the coming five-year period to

increase resident awareness of energy factors, homeownership possibilities, credit counseling, drug elimination, and community activities. Together with the City of Lenoir, the Western Piedmont Council of Governments, Blue Ridge Community Action the LHA hopes the residents of the authority will be able to accomplish more self-reliance and independence expenditures.

VI. MONITORING. The City of Lenoir will take every measure to ensure the City of Lenoir's long-term compliance, completely and correctly, with provisions of this consolidated plan and all of the provisions of the CDBG program.

The City of Lenoir is committed in its efforts to develop and provide affordable housing and to meet the goals of their five-year strategy outlined in the consolidated plan. The City of Lenoir will review the goals of their one-year strategy on a quarterly basis to determine progress made toward reaching the goals. The City of Lenoir shall be responsible for monitoring only those funds that it receives from DHUD.

All persons receiving assistance under the CDBG program must meet low and moderate-income requirements as determined annually by U.S. Department of Housing and Urban Development.

Any acquisition and relocation will comply with the Uniform Relocation Act.

Any demolition/clearance/construction/site preparation work will be monitored in accordance with Davis-Bacon requirements. Environmental clearance will be received prior to expenditure of any HUD funds. Any asbestos and/or lead-based paint abatements will be done in accordance with applicable state and federal governing laws.

For every \$30,000 in CDBG funds spent on economic development, at least 1 new job will be created for low and moderate-income residents. All required procedures will be followed to ensure compliance with national objective to benefit low to moderate-income persons.

All construction work will be monitored in accordance with any Davis-Bacon requirements.

In order to ensure compliance the Western Piedmont Council of Governments will conduct the monitoring for this program.

VII. Fair Housing – Barriers to Affordable Housing. The City of Lenoir makes every effort in supporting affordable housing. The City serves as the Lead Entity for the Unifour Consortium which has 28 participating local governments. Within the Consortium, there are varying degrees of adopted zoning and land use controls, fees and other costs that will affect the cost of housing. Adopted zoning and subdivision codes that are currently in force are not considered to be excessive or exclusionary. The Consortium staff, the Western Piedmont Council of Governments,

will administer an Individual Development Account program with CDBG funds received by counties. These IDA program will be administered and available throughout the Unifour. The Western Piedmont Council of Governments is a HUD-approved comprehensive housing counseling agency, and as such, it will also continue to provide Home Equity Conversion Mortgage counseling to older adult homeowners.

Lack of education about purchasing home can be a barrier to affordable housing. The lack of a job, money, or even a person's language can be a barrier to fair housing. An analysis of impediments to fair housing has identified various hurdles to fair housing and suggest ways to make housing opportunities more fair.

The City of Lenoir will take an active role in affirmatively furthering fair housing in its jurisdiction through these activities:

- The City of Lenoir will participate in the Unifour Consortium HOME Program, which assists low and moderate-income persons with down payment assistance.
- The City of Lenoir will promote education of housing rights and housing responsibilities through flyers translated into Spanish for our Hispanic population.
- The City of Lenoir will participate in various forums to provide housing and fair housing information to its citizens.
- The City of Lenoir Continued will place handicap accessible sidewalks and improved parking to provide equal access to the city for the handicap and disabled persons of Lenoir.
- The City of Lenoir as Lead Entity of the Unifour Consortium will meet semi-annually to present fair housing information at workshops sponsors by the Catawba Valley Board or Realtors.
- The City will observe April as "Fair Housing Month" by the city adopting a fair housing resolution each April to recognize and support fair housing The City will sponsor public service announcements regarding fair housing and "Fair Housing Month" in local newspaper and/or radio.
- The City of Lenoir will participate semi-annually in community meeting in predominately black neighborhoods in order to present information on various housing programs and to make available printed materials designed to inform citizens of their fair housing rights as outlines in state and federal housing laws.
- The City of Lenoir will supply informational posters, brochures and/or flyers to historically black church and community centers to inform citizens about their fair housing rights.
- The Unifour Consortium will provide down payment assistance for first-time homebuyers, to qualifying low to moderate income minorities and will specifically affirmatively market the down payment assistance program to minority and/or predominately black communities by placing down payment assistance and fair housing posters, brochures, and/or flyers in minority and/or predominately black communities, churches, libraries, and community centers.

VIII. ANTI-POVERTY STRATEGY. The City of Lenoir is seeking new and diverse industries and commercial businesses for the City. Data from the Employment Security Commission of North Carolina states that unemployment in Caldwell County averaged 6.3% in 2015 due to the loss of furniture and textile jobs to overseas labor market. Job-training and job placement is provided through the Workforce Investment Act provide skill training and job placement assistance to over 150 adults and youth each year within Caldwell County.

IX. COORDINATION OF EFFORTS. The City of Lenoir has a strong network of private institutions, non-profit and public agencies that carry out the distribution of funds allocated to help the very-low and low-income families of the City. The staff of the Lenoir Community Development Department has accumulated experience in carrying out these programs. Reporting directly to the city manager and the city council the community development department receives valuable input into most of their activities. The City of Lenoir will continue to work with area service providers and agencies to remain aware of existing programs and make referrals as needed to individuals and families. The WPCOG staff assigned to the City of Lenoir will continue to be involved with various housing, aging, social service and non-profit agencies in order to stay abreast of other activities.

X. SUMMARY OF CITIZEN COMMENTS. A summary of citizen comments regarding the proposed 2023 Action Plan from the March 07, 2023 and the April 04, 2022 public meetings will be included here:

XI. CERTIFICATIONS

Unifour Consortium FY 2023 Action Plan

Unifour Consortium

City of Lenoir, Lead Entity

P.O. Box 958

Lenoir, NC 28645

(828) 485-4245

For Submittal to the U.S. Department of Housing and Urban Development
May, 2023

ACTION PLAN 2023 UNIFOUR HOME CONSORTIUM
CITY OF LENOIR, NORTH CAROLINA

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II. INTRODUCTION

The Unifour Consortium, comprised of four counties and twenty-four municipalities, located in the western piedmont region of North Carolina have prepared a Consolidated Plan as required to receive HOME funds and an HOME entitlement jurisdiction. The total twenty-eight participating Consortium members are contiguous and are in agreement as to the components of this plan. The Consolidated Plan serves as a guide for decision-making by investors, non-profit organizations, community organizations, elected officials and concerned citizens. The Consolidated Plan, required by the Department of Housing and Urban Development, is designed to promote and coordinate citizen participation in the development of local priority needs and objectives.

The twenty-eight local governments that comprise the Unifour Consortium sit on the Unifour Consortium Governing Board. Each local government provides one representative to sit on the board. Each representative has one vote. The City of Lenoir serves as the Lead Entity for the Unifour Consortium. All funding from the Department of Housing and Urban Development will flow through the City of Lenoir to the benefit of all twenty-eight local governments. The City of Lenoir assures compliance with all required regulations pertaining to the HOME Program. The City of Lenoir contracts with the Western Piedmont Council of Governments for the administration of the HOME Program.

The Consortium has established its general priorities for allocating HOME funds expected to be available over the five-year period. The data obtained from the 2010 Census of Population and Housing indicates that low and moderate-income households are more likely to experience housing problems. Older adults will continue to experience housing problems due to that population's decreased incomes, the age of their homes and their increasing frailty as they age. Priority has been given to making homeownership more available to low and moderate-income families and individuals. This will be addressed through downpayment assistance and counseling for those wishing to purchase a home.

Specifically, funds will be used to provide up to \$30,000 downpayment assistance loans to low and moderate-income families, with incomes no greater than 80% of the area median income. These loans are 0% interest loans and are to be paid back upon the sale or refinancing of the home.

The downpayment assistance program was selected as the most pressing need at this point due to the increasing number of families moving to the Unifour area seeking employment. However, many of the jobs taken by new residents are lower income jobs. The downpayment assistance program will assist the working poor - those who are able to make rent payments but not save enough funds for a downpayment. By assisting individuals in obtaining their own homes, the Consortium hopes to increase the tax base of the area, strengthen neighborhoods, decrease transience, and empower and inspire families to become a permanent fiber in the local community fabric.

Homelessness and Other Special Needs. The Consortium will work closely with the existing network of agencies and organizations that are addressing the needs of the homeless, those threatened with homelessness and those with special needs housing. Implementation of the Continuum of Care plan will be done as federal funds are made available to agencies dealing directly with homeless issues.

The Consortium will set aside a minimum of at least 15% of its funding each year for investment in housing to be developed, sponsored or owned by community development housing organizations (CHDO's). These CHDO's must be a non-profit organizations whose purposes are to provide housing or housing opportunities to low income persons or families or those with special needs. Further, to qualify for funds participating CHDO's must meet criteria as defined by HUD and approved by the Consortium. The Executive Committee of the Consortium will recognize and approve CHDO's and will award funding for CHDO projects.

Preference for CHDO funding will be made to organizations addressing the needs of the homeless, persons with HIV/AIDS, at risk persons, older adults, affordable housing opportunities, or concentrating in areas or neighborhoods identified to have a concentrated need for housing assistance.

III. FIVE YEAR STRATEGY

Summary of the Five Year Strategy. Although significant housing initiatives have and will continue to take place by individual members of the Consortium, gaps in housing service have been identified. These include the lack of assistance for low and moderate-income household in purchasing housing, special needs housing development, affordable housing development (both rental and owner occupied), and housing counseling. The Unifour Consortium has established the following significant elements for fillings these gaps and achieving its purpose of creating housing opportunities through this Consolidated Plan.

- o Stimulating homeownership opportunities for very-low and low income homebuyers by the continuation of a four county-wide Downpayment Assistance Program for First-Time Homebuyers.
- o Homeownership opportunities will be stimulated through homebuying counseling for potential homebuyers
- o Work with developers to increase the supply of standard, affordable housing through development of new housing units under the HOME Program.
- o Encourage community based non-profit organizations to develop the resources and capacity to address special needs housing throughout the Consortium area.
- o Increase the supply of standard, affordable housing opportunities through new construction of housing and rehabilitation of existing housing units under HOME Program, utilizing deferred loans/grants to very-low and low-income families.
- o Provide assistance to agencies that assist homeless persons and families and those threatened with homelessness.
- o Encourage efforts on a regional basis to further the study and address homelessness.
- o Continuation of efforts to further Fair Housing and minimize relocation or displacement in all programs.

IV. FOURTH YEAR ACTION PLAN 2023

Strategy Implementation Year 4

Total HOME Funding for FY 2023

\$1,200,690

Total Estimated Program Income

300,000

Total Projected Resources

\$1,500,690

In accordance with 24 CFR Part 91.220 of Title 1 of the Housing and Community Development act of 1974, as amended, the City of Lenoir's One Year Action Plan outlines the activities that will be funded using HOME funds.

A. Resources

1. Federal

Federal resources are expected to be available to address the priority needs and specific objectives identified in the strategic plan of the HOME Program. The Unifour Consortium anticipates receiving **\$1,200,690 in FY 2023 HOME funds.**

2. Other

The Unifour Consortium will receive a loan repayment in the amount of **\$4,000.00** from Exodus.

The Unifour Consortium will receive a loan repayment in the amount of **\$9,000.00** from Conover's Cline Village senior apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$9,788.00** from Hickory's Villas at Northview apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$7,339.00** from Hudson's Pine Mountain Trace apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$19,570.00** from Hudson's Woodland Village senior apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$19,570.00** from Taylorsville's Milstead Woods apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$5,659.00** from the Lenoir's Viridian apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$7,249.00** from Hickory's Viewmont Square senior apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$6,368.00** from Morganton's Sienna apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$18,347.00** from Claremont's Oxford Crossing apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$18,347.00** from Lenoir's Arbor Glen senior apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$12,500.00** from Pond View apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$13,394.00** from Woodlane Street apartments.

The Unifour Consortium will receive a loan repayment in the amount of **\$11,162.00** from Center Crossing senior apartments.

Based on past performance and the current number of loans on the books, additional program income of approximately \$156,054. is estimated to be received from the repayment of down-payment assistance loans, bringing the total program income to be received during FY 2023 to approximately \$300,000.

B. Activities to be Undertaken

Priority 1: Regional Down-payment Assistance Program: \$91,121 in HOME funds to provide Down-payment assistance for approximately 3 homebuyers in four-county area.

These HOME funds will be used to provide down-payment assistance for approximately 3 homebuyers in the four-county area. This program will provide up to 20% in down-payment assistance to low to moderate- income family with an income of no greater than 80% of the area median income. Applicant families will receive assistance on a first-come-first-served basis. The applicant family must have good credit and be able to obtain a loan.

Assistance will be provided in the form of 0% interest deferred loans. Repayment is due if and when a family sells or refinances. If the home is sold after ten years, one half of the loan amount is repayable to the Unifour Consortium at closing as program income and the other half is forgiven. Any such program income will be used for down-payment assistance prior to Treasury funds, in accordance with HUD HOME regulations.

Matching funds will be provided by local lending institutions through such means as reducing, waiving or discounting ordinary fees and charges such as origination fees, attorney fees, appraisal fees, flood certification fees, private mortgage insurance premiums, etc. Because these discounts will serve as the required local match, local government financial participation will not be required.

Applications will be processed through the program administrator's office at the Western Piedmont Council of Governments.

Geographic Distribution. Funds are distributed on a first-come, first-serve basis.

Priority 2: Program Income Administration: \$30,000 or 10% of Program Income funds received will be used to support the administrative services directly related to the expenditure and compliance of Program Income funds received.

Priority 3: CHDO set-asides: \$420,000 will be set-aside community housing development organizations for investment in housing only to be developed, sponsored or owned by community housing development organizations (CHDO's). CHDO's are non-profit community-based organization whose purpose is to provide housing or housing opportunities to low income persons and families or those with special needs. Total matching funds of 25% may be required of CHDO's. Preference will be given to those organizations that address the housing needs of the homeless, those threatened with homelessness, at risk persons, older adults, disabled persons, persons with HIV/AIDS, and CHDO's developing new affordable housing opportunities to low and moderate-income households. The Executive Committee

of the Consortium will approve CHDO funding and activities.

Geographic Distribution. Funds will be distributed on a competitive priority needs basis for qualifying CHDO's located in the Consortium jurisdiction.

Priority 4: Development of Multi-Family Housing: \$839,500 will be used to work with developers to increase the supply of standard, affordable housing through the development of new housing units under the HOME Program.

Priority 5: Program Administration: \$120,069 in HOME funds will provide efficient and timely administrative services. Planning and administration will be a key component to the success of the Consortium programs. The staff will be responsible for preparing all documents required of the HOME Program, evaluation of applications, interviews with applicants, monitoring and other legal requirements of the Program.

Resale/Recapture Provision:

The Unifour Consortium uses the Recapture Provision with Recapture from net proceeds. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through written agreements with the homebuyer, and enforced via a promissory note, deed of trust, and declaration of deed restrictions. The recapture provision is triggered by any transfer of title, either voluntary or involuntary, during the established period of affordability. Recapture is limited to the net proceeds available at sale. The period of affordability is based upon direct HPME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. The Unifour Consortium recaptures the entire amount of the direct HOME subsidy provided to the homebuyer before the homebuyer receives a return.

V. OTHER ACTION

A. Affordable Housing. Housing represents the chief means that families have of saving and forming capital. It also represents the key to successful community development. A neighborhood of homeowners is inherently more stable than one which has none. So, the key strengthening our society, or economy, and our families lies in improving access to homeownership. Housing affordability will continue to be addressed through the Unifour Consortium program and by housing programs of individual members of the Unifour Consortium.

B. Homelessness and Other Special Needs. The Consortium will work closely with the existing network of agencies and organizations that are addressing the needs of the homeless, those threatened with homelessness and those with special needs housing. Implementation of the Continuum of Care plan will be done as federal funds are made available to agencies dealing directly with homeless issues.

The Consortium will set aside at least an average of 15% of its funding each year for investment in housing to be developed, sponsored or owned by community development housing organizations (CHDO's). These CHDO's must be non-profit organizations whose purposes are to provide housing or housing opportunities to low income persons or families or those with special

needs. Further, to qualify for funds participating CHDO's must meet criteria as defined by HUD and approved by the Consortium. To qualify for funding, each CHDO may have to provide a match of 25%. The Executive Committee of the Consortium will recognize and approve CHDO's and approve funding applications.

Preference for CHDO funding will be made to organizations addressing the needs of the homeless, persons with HIV/AIDS, older adults, affordable housing opportunities, or concentrating in areas or neighborhoods identified to have a concentrated need for housing assistance.

C. Non-Housing Community Development Needs. The Unifour Consortium is not seeking to use funds for non-housing community development needs. However, in accordance with HUD requirements, the non-housing community development plans of the three entitlement cities within the Unifour Consortium are herein incorporated.

D. Lead-Based Paint Hazard Reduction. The number of homes built before 1978 is 78,348, all of which can be classified as potential hazards. Any funds used for rehabilitation will address the lead hazard on a unit-by-unit basis. With limited funds available, the abatement of lead from all units is not possible. Approved measures such as wet scraping to reduce the amount of lead disturbed during rehabilitation will be used. All recipients of HOME funds will be provided information outlining the dangers of lead-based paint.

E. Public Housing Improvements. Each of the four conventional public housing authorities (Morganton, Lenoir, Valdese and Hickory) are working with their local law enforcement/public safety agencies to reduce crime in their PHA's. Since 1996 over \$1.5 million has been spent to bring the public housing units into compliance with the Americans with Disabilities Act requirements.

F. Public Housing Resident Initiatives. Each of the five housing authorities within the Consortium jurisdiction is self-governing and responsible for administering its own funds. Appointments to each board are made from within their own memberships, and they each have their own policies regarding hiring, contracting and procurement.

Outreach efforts will be coordinated with each housing authority to inform residents of the downpayment assistance program and other housing assistance programs available within their jurisdictions. Within the Consortium jurisdiction there are five housing authorities: Hickory, Lenoir, Morganton, Valdese and the Western Piedmont Council of Governments. Among the assisted housing available are 1,013 units of conventional public housing, and housing subsidies for 1,178 families and individuals through Section 8 vouchers and certificates. There is a need for private landlords for the Section 8 program throughout the Unifour area.

All of the above mentioned housing authorities anticipate no losses from their housing inventories. Those that own and operate conventional housing units as of March, 2018, report 0% vacancy rates and continuous waiting lists of needy families.

Each of the housing authorities will work to accomplish more self-reliance and independence through a variety of programs. They each will continue to strive to increase resident

awareness of energy factors, job training, homeownership opportunities, credit counseling, drug elimination and community activities.

VI. MONITORING. The Unifour Consortium will take every measure to ensure the Consortium's long term compliance, completely and correctly, with provisions of the Consolidated Plan and all of the provisions of Title 1 of the National Affordable Housing Act.

The Unifour Consortium is committed in its efforts to develop and provide affordable housing and to meet the goals of their five strategies outlined in this plan. The Consortium will review the goals of their one-year strategy on a quarterly basis to determine progress made toward reaching the goals. The Consortium shall be responsible for monitoring only those funds that it receives from DHUD.

Specifically, for priority 1, the Unifour Consortium will ensure that all participants with the first time homebuyer program meeting HUD income eligibility requirements via income verifications. Such verifications will be maintained on file with each applicant. Each unit purchased with HOME assistance will be meet price limits, as determined annually by HUD. Each purchase price per unit will be maintained on file for each applicant. To ensure the lead-based paint status of each home purchased with HOME assistance, the year of construction for each unit will be verified through county tax records and maintained in each file. For homes built prior to 1978, verification from a lead-based paint inspector will be required for certification that the unit is free of lead-based paint prior to closing. Under no circumstances will any unit built prior to 1978 be purchased with HOME assistance without proper certification of lead-free conditions if a child or children under age seven will reside in or be cared for within. Each unit purchased with HOME assistance shall be inspected by a qualified inspector to verify its compliance with Section 8 Housing Quality Standards at time of the closing. Such verification shall be maintained within each applicant file.

The Unifour Consortium will take every step necessary to ensure that CHDO's funded through the HOME program comply with the Consolidated Plan and all applicable Federal, State and local laws and policies. Specifically, for homeownership projects, each CHDO shall provide documentation of affordability by such means as deed restrictions, deeds of trust and promissory notes. CHDO's receiving funding for rental projects shall provide income verification for beneficiaries annually throughout the period of affordability. Rental project affordability shall be ensured by deeds of trust and promissory notes. All CHDO's shall provide annual project reports for their HOME assisted units throughout the period of affordability per project.

VII. FAIR HOUSING -BARRIERS TO AFFORDABLE HOUSING. The Unifour Consortium makes every effort in supporting affordable housing. With 28 participating local governments within the Consortium, there are varying degrees of adopted zoning and land use controls, fees and other costs that will affect the cost of housing. Adopted zoning and subdivision codes that are currently in force are not considered to be excessive or exclusionary. Lack of education about purchasing home can be a barrier to affordable housing. The Consortium staff, the Western Piedmont Council of Governments, will administer an Individual Development Account program with CDBG funds received by Caldwell County. This IDA program will be administered and available throughout the Unifour. The Western Piedmont Council of

Governments is a HUD-approved comprehensive housing counseling agency, and as such, it will also continue to provide Home Equity Conversion Mortgage counseling to older adult homeowners.

The Unifour Consortium will take an active role in affirmatively furthering fair housing in its jurisdiction through the following activities:

- The Unifour Consortium staff will provide information to various citizens and/or groups about local housing programs offered throughout the area and staff will make available printed materials designed to inform citizens of their fair housing rights as outlined in state and federal housing laws. Information will be translated into Spanish for our Hispanic population.
- The Unifour Consortium will observe April as “Fair Housing Month” by the City adopting a fair housing resolution each April to recognize and support fair housing, The Unifour Consortium will sponsor public service announcements regarding fair housing and “Fair Housing Month” in local newspaper and/or radio.
- The Unifour Consortium will sponsor quarterly Fair Housing Workshops with the Catawba Valley Hispanic Ministry, better known as “Centro Latino:. Centro Latino is a non-profit organization offering a wide variety of programs including: health, social and educational services, community building, and advocacy for the Latino community of the Unifour area. Written material will be provided in Spanish and English,
- The Unifour Consortium will participate semi-annually in community meeting in predominately black neighborhoods in order to present information on various housing programs and to make available printed materials designed to inform citizens of their fair housing rights as outlines in state and federal housing laws.
- The Unifour Consortium will supply informational posters, brochures and/or flyers to historically black church and community centers to inform citizens about their fair housing rights.
- The Unifour Consortium will provide down payment assistance for first-time homebuyers, to qualifying low to moderate income minorities and will specifically affirmatively market the down payment assistance program to minority and/or predominately black communities by placing down payment assistance and fair housing posters, brochures, and/or flyers in minority and/or predominately black communities, church, libraries, and community centers.
- The Unifour Consortium will annually budget funds for Community Development Housing Organizations (CHDO’S) such as Habitat for Humanity to help finance housing related projects resulting in a home for low to moderate income families.

VIII. ANTI-POVERTY STRATEGY. Each member local government of the Consortium is very aggressive in trying to attracting new and diverse industries and commercial businesses into the area.

IX. COORDINATION OF EFFORTS. The Consortium will continue to work with area service providers and agencies to remain aware of existing programs and make referrals as needed to individuals and families. The WPCOG staff assigned to the Consortium will continue to be involved with various housing, aging, social service and non-profit agencies in order to stay abreast of other activities and expenditures.

The same outreach efforts will be made with area social services providers and non-profit organizations. The Consortium will coordinate its efforts with Blue Ridge Community Action, a local non-profit agency, which provides transitional housing units, new home construction, weatherization, rehabilitation and rental rehabilitation.

The cities of Hickory, Lenoir and Morganton are all HUD entitlement cities. The Consortium will work with each of these cities to coordinate housing initiatives and efforts. If any conflicts or negative effects arise, the Consortium will investigate all possible ways to alleviate the cause(s).

To meet housing and community development needs, individual local governments within the Unifour Consortium have applied for and received funding through other federal housing assistance programs including CDBG, Rural Development Corporation, and the North Carolina Housing Finance Agency. These localized programs assist low and moderate income, elderly and disabled owner occupied households.

X. SUMMARY OF CITIZEN COMMENTS. A summary of citizen comments regarding the proposed 2023 Action Plan from the March 07 and the April 04, 2023 public hearings will be included here:

XI. Certifications