

**LENOIR CITY COUNCIL
TUESDAY, MAY 2, 2023
6:00 P.M.**

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

ABSENT: Councilmembers Kent Greer, Todd Perdue and Ralph Prestwood.

I. CALL TO ORDER

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

10TH ANNUAL GRAVITY

- GAMES:** B. Mayor Gibbons reported that 40 teams participated in the 10th annual Gravity Games held on Saturday, April 29 in downtown Lenoir. He stated it was a great event and thanked City Staff for all their hard work and assistance during the event. Mayor Gibbons also thanked several sponsors including Google, Appalachian State University, UNC Health Care and Science Fair among others.

**SPECIAL RECOGNITION;
POLICE DEPARTMENT:**

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

Chief Phelps shared North Carolina has the largest motorcyclist population in the nation and pointed out he wants to raise awareness for public safety so people will come here to ride and enjoy our area. He thanked City Council for the recognition and support.

Mayor Gibbons thanked the Police Department for all they do in keeping the citizens of Lenoir safe.

**SPECIAL RECOGNITION:
INTERNATIONAL FIREFIGHTERS DAY:**

- B. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Deputy Fire Chief Kenny Nelson proclaiming Thursday, May 4 as “International Firefighters Day” throughout the City of Lenoir.

Chief Nelson remarked that firefighting is an important job and he was thankful he has the opportunity to serve in Lenoir. He shared he always wanted to be a firefighter and thanked City Council for all they do for the Fire Department and for all of their support.

**SPECIAL RECOGNITION;
CELEBRATE DRINKING WATER**

WEEK:

- C. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Public Utilities Operations Manager Jeff Church and Water Treatment Plant Superintendent Kevin Matheson proclaiming the week of May 7 through May 13 as “Celebrate Drinking Water Week” throughout the City of Lenoir.

Mr. Church stated he has been with the City for nine months and commended Superintendent Matheson for being so knowledgeable of the City’s utility system. He further thanked all the staff of Public Utilities Staff for all of their hard work in maintaining the utility system.

Superintendent Matheson expressed his appreciation to City Council for their support and stated he and staff were doing the best job they could do in providing potable drinking water for the citizens of Lenoir.

**SPECIAL RECOGNITION;
NATIONAL PUBLIC WORKS**

WEEK:

- D. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Public Works Operations Manager Jon Hogan and Superintendent Beth McMahan proclaiming the week of May 21 through May 27 as “National Public Works Week” throughout the City of Lenoir.

Mr. Hogan shared the theme of the 63rd National Public Works Week is Connecting the World through Public Works. He referred to the great relationships you build in public service and pointed out it takes special people to work in these types of positions. Mr. Hogan thanked City Council for their support and recognition and further thanked all the staff of the City’s Public Works Department.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, April 18, 2023 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Thursday, April 20, 2023 as submitted.
- C. Proclamation; Approval of a proclamation proclaiming the month of May as “Motorcycle Safety and Awareness Month” throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes for reference. Refer to page 112.)
- D. Proclamation; Approval of a proclamation proclaiming Thursday, May 4 as “International Firefighter’ Day” throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes as reference. Refer to page 113.)
- E. Proclamation; Approval of a proclamation proclaiming the week of May 21 through May 27 as “Celebrate Drinking Water Week” throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes as reference. Refer to page 114.)

- F. Proclamation: Approval of a proclamation proclaiming the week of May 21 through May 27 as “National Public Works Week” throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes as reference. Refer to page 115.)
- G. Sewer Access Agreement; Piedmont Natural Gas, Inc.: Approval of a Sewer Access Agreement between Piedmont Natural Gas, Inc. and the City of Lenoir as submitted. The effective date of the agreement is May 2, 2023. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages 116-119.)

Upon a motion by Councilmember Stevens, City Council voted 4 to 0 to approve the items listed on the Consent Agenda (A-G) 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

NATIONAL DAY OF

PRAYER:

1. A ceremony will be held at the stage area of the downtown square on Thursday, May 4 from noon until 12:30 p.m. in observance of the National Day of Prayer.

CRUISE-IN:

2. A Cruise-In will be held on Saturday, May 6 from 3:00 p.m. – 9:00 p.m. in downtown Lenoir.

CITY/COUNTY SERVICES

COMMITTEE:

3. The City/County Services Committee will meet on Monday, May 8 at noon.

COMMUNITY ENGAGEMENT

MEETING:

4. The City of Lenoir and DRL Group are hosting round two of the Community Engagement Meetings on Thursday, May 11 from 6:00 p.m. – 8:00 p.m. at the Harper Room located at 1016 Harper Avenue.

BUDGET WORK

SESSION:

5. A Budget Work Session will be held on Thursday, May 18 at 6:00 p.m. at City Hall, 801 West Avenue, Third Floor Conference Room.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

IX. REPORT AND RECOMMENDATIONS OF THE MAYOR

**BOARD APPOINTMENT;
PLANNING BOARD:**

- A. Mayor Gibbons recommended that Dontrell Parson be appointed to serve a term on the Lenoir Planning Board which expires June 2025. This appointment was announced at the April 18 City Council meeting.

Upon a motion by Mayor Pro-Tem Thomas, City Council voted 4 to 0 to appoint Dontrell Parson to serve a term on the Lenoir Planning Board as recommended by Mayor Gibbons.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:25 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



PROCLAMATION

Motorcycle Safety & Awareness Month

May 2023



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

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

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

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

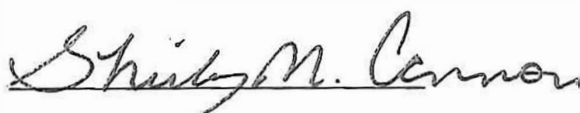
NOW, THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.

WITNESS, my hand and seal this the 2nd day of May, 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
IN HONOR OF
INTERNATIONAL FIREFIGHTERS' DAY

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

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

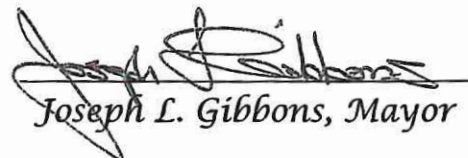
WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

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

NOW, THEREFORE, be it resolved that by the virtue of the authority vested in me as Mayor of City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim Thursday, May 4th, 2023, as "**International Firefighters' Day**" throughout the City of Lenoir and encourage all citizens to show support and appreciation to our City, County, and State firefighters who protect our lives and property so diligently throughout the year and by remembering past firefighters who dedicated their lives to preserve our safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 2nd day of May, 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. KENT GREER
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J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

PROCLAMATION
IN CELEBRATION OF
DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

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

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

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

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

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim the week of May 7 – 13, 2023, as *“Celebrate Drinking Water Week”* throughout the City of Lenoir.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 2nd day of May, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

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D. F. STEVENS
C. D. THOMAS

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

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

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

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

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council, do hereby designate the week of May 21 - 27, 2023, as "**National Public Works Week**" and urge all citizen to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to our Public works professionals, engineers and administrators and to recognize the substantial contributions they have made to our national health and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 2nd day of May, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



SEWER ACCESS AGREEMENT

This Sewer Access Agreement ("Agreement") is made and effective this 2nd day of May 2023 (the "Effective Date") by and between Piedmont Natural Gas Company, Inc. ("Piedmont"), and the City of Lenoir ("City"). Piedmont and City are each a "Party" and collectively, the "Parties".

WHEREAS, The City is the owner of certain sanitary sewer facilities located in Caldwell County ("Sewer System"); and

WHEREAS, Piedmont seeks consent to access the Sewer System to perform closed circuit video inspection and location survey activities, on the Sewer System and its natural gas facilities (the "Work") to mitigate risk and damage to natural gas distribution systems and sewer facilities; and

WHEREAS, The Parties have mutually agreed to enter into this Agreement in order to memorialize the specific terms of the access to the Sewer System by Piedmont.

NOW, THEREFORE, in consideration of the execution of this Agreement, and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) The City hereby grants to Piedmont, and Piedmont accepts from the City, a non-transferable, non-exclusive, right to access the Sewer System (including any City property upon which the Sewer System is located) solely to perform the Work by Piedmont and its employees, agents, and contractors (each a "Piedmont Party" and collectively, the "Piedmont Parties") and for no other purpose, subject to the Piedmont Parties' compliance with the terms and conditions set forth herein. The rights granted hereunder are solely for performance of the Work by Piedmont. No Piedmont Party shall access the Sewer System for any other purpose nor shall any Piedmont Party allow any other person or parties into the Sewer System without prior written consent from the City.

- a) Piedmont agrees that its rights to access the Sewer System shall at all times be subordinated to the City's right to use the Sewer System.
- b) No Piedmont Party shall (i) construct, alter, modify, relocate or remove any improvement in or on the Sewer System without the City's prior consent; (ii) disturb or interfere with the City's operations or use of the Sewer System, except as standard Work practices may reasonably require; (iii) damage any part of the Sewer System or any personal property owned or held by the City or its employees, agents or contractors; (iv) create or permit any liens to attach to the Sewer System; or (v) create or cause any sewer blockages, backups, spills, or accidental discharges.
- c) Any and all costs and expenses for all Work shall be the sole responsibility of Piedmont. The City shall have no liability for any costs or expenses or any other costs

and expenses of any Piedmont Party under this Agreement.

- d) Piedmont shall, at Piedmont's sole cost and expense, promptly restore or cause to be restored any portion of the Sewer System or City property damaged by any Piedmont Party. Repairs to the Sewer System shall be made in accordance with the City's design and construction standards and specifications effective at the time of the Work. Restoration shall be to approximately the same condition that the Sewer System or property was in immediately prior to the Work. Nothing herein shall prevent Piedmont from using contractors or subcontractors to fulfill its repair obligations contemplated in this Section l(d) or elsewhere in the Agreement. If requested by Piedmont, City shall promptly provide a list of contractors which it uses to perform the applicable repair or restoration tasks.
 - e) For clarity, the Work will be performed with the goal of identifying damage to Piedmont's natural gas facilities and any damage to the Sewer System directly caused by the boring of natural gas lines. Piedmont shall make a reasonable effort to report to the City any open and obvious problems observed within the Sewer System; provided, however, Piedmont shall be under no obligation to identify or report to the City any damages to the Sewer System which are not of a nature that could be reasonably related to the Work or to natural gas line boring and shall not be liable or responsible for failing to discover or report any such issues.
- 2) The initial term of this Agreement shall be for five (5) years from the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms. Either party may terminate this Agreement without cause at any time, upon at least sixty (60) days written notice.
 - 3) During the term, Piedmont shall maintain adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or a program of self-insurance, and any other insurance required by law.
 - 4) All Work undertaken in or on the Sewer System by any Piedmont Party shall be performed in a workman like manner and in accordance with applicable laws. Piedmont shall be responsible for obtaining all necessary permits and approvals applying to such Work.
 - 5) Piedmont shall keep all content, results, and products of the Work and any other information regarding the City's operations obtained or observed while accessing the Sewer System confidential and will not disclose the same to any third parties, without the prior written consent of the City, except such information may be disclosed (i) to the officers, directors, employees, contractors and agents of Piedmont who need to know such information for the purpose of performing or evaluating the Work or (ii) as required by law.
 - 6) Piedmont shall indemnify and hold the City harmless from any and all liabilities, damages, losses, claims, expenses, suits, costs or demands (collectively, "Claims"), that the City may sustain or incur to the extent caused by the actions or omissions of the Piedmont Parties, except to the

extent such Claims arise out of the negligence or willful misconduct of City or its employees, agents or contractors. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits or loss of use) ("Consequential Damages") arising in connection with this Agreement unless such Consequential Damages are due to such Party's gross negligence, misrepresentation; fraud; willful, wanton, or reckless act or omission; or any other intentional conduct of the Party. The terms of this Section shall survive termination or expiration of this Agreement.

7) No waiver or delay in enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any other term, covenant or condition of this Agreement. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be modified by the parties to be compliant with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision, as if such illegal, invalid or unenforceable provision had not been contained herein.

8) Except in cases of merger or sale of assets, the rights granted herein are not assignable by Piedmont without prior written consent of City, such consent not to be unreasonably withheld, conditioned, or delayed. City agrees that Piedmont may use subcontractors for any portion of the Work as necessary and determined in Piedmont's sole discretion. The rights granted hereby are binding upon the Parties and their respective successors and assigns and confer no rights to the public or any other person or entity not a party to this Agreement. Any addition or modification to this Agreement must be made in writing and signed by both Parties.

9) This Agreement, and all rights and obligations of the Parties relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of law principles.

10) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be executed with electronic signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by e-mail or other electronic means shall be effective as if originals.

11) For clarity, nothing in this Agreement shall govern the Parties' respective rights, obligations, remedies, defenses or liabilities with respect to any issues or matters which may be identified as a result of the Work, but which do not actually arise from the Work performed under this Agreement. Neither party waives any rights of any kind whatsoever with respect to any issue or matter which does not arise from the Work performed under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed

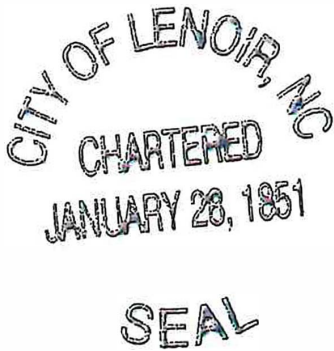
and delivered for and in their names by their duly authorized officers or representatives all as of the day and year first above written above.

Piedmont Natural Gas Company, Inc.

By: _____

Print Name: _____

Title: _____



City of Lenoir, North Carolina

By: [Signature]

Print Name: Scott Hildebrand

Title: City Manager

5/2/2023