



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MAY 7, 2024
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 May 12 through May 18 as "Peace Officers' Memorial Week" and Wednesday, May 15 as "Peace Officers' Memorial Day" throughout the City of Lenoir.
- C. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Public Services Public Works Director Jon Hogan proclaiming the week of May 19 through May 25 as "National Public Works Week" throughout the City of Lenoir.
- D. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Public Services Public Utilities Director Jeff Church proclaiming the week of May 5 through May 11 as "Celebrate Drinking Water Week" throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting held on Tuesday, April 16, 2024 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, April 16 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, April 23, 2024 as submitted.
- D. Contiguous Annexation Petition; Certificate of Sufficiency: Staff recommends Council accept the Certificate of Sufficiency and defer the Public Hearing until Tuesday, May 21 for a Contiguous Annexation Petition for property located at the intersection of Hopedale Drive and Providence Lane, NCPIN#2757372928 as submitted.
- E. Resolution of Support & Commitment: Staff requests authorization from City Council by resolution to apply for an Active Transportation Infrastructure Investment Program (ATIIP) Planning Grant and to authorize the City Manager to sign the contract on behalf of the City for a Federal Highway Administration Planning Grant to Study the feasibility of Creating a Trail along the Caldwell Railroad from Lenoir to Hickory. The WPCOG is submitting the application on behalf of the City of Lenoir and six (6) other jurisdictions (Hudson, Sawmills, Granite Falls, Rhodhiss, Hickory & Caldwell County.)

Note: The proposed application amount is \$100,000 and the total local match is \$25,000. As one of seven (7) local governments matching for the project, the City of Lenoir will contribute \$3,575. The estimated study area length is approximate 25 miles. Additional background information is included on the Council Action Form in the agenda packet.

- F. Capital Project Budget Ordinance; Comprehensive Plan: Staff requests that City Council adopt the Capital Project Budget Ordinance in the amount of \$125,000 to include the expenditure of funds for the development of a Comprehensive Plan as recommended.
- G. Budget Amendments; FY2023-2024: Staff requests approval of the amendments to the annual Budget Ordinance for the fiscal year ending June 30, 2024 as follows:
 - Item 1: Approve the utilization of additional general fund revenues for needed expenditures.
 - Item 2: Approve the allocation of general fund expenditures for such obligations as professional services for the Lenoir Fire Department (LFD) sinkhole and needed repairs for various equipment and buildings during the fiscal year.
 - Item 3: Approve the utilization of additional enterprise fund revenues for needed expenditures.
 - Item 4: Approve the allocation of enterprise fund expenditures.
 - Item 5: Approve the allocation of funding for the Comprehensive Plan Capital Project.
 - Item 6: Approve the funding for Main Street Expenditures.
 - Item 7: Approve the allocation of fund balance for the LTDA for project funding such as the LHS and the pavilion.
- H. Proclamation; NLC 100th Anniversary: Approval of a proclamation to commemorate the National League of Cities (NLC) 100th Anniversary and celebrate the incredible contributions of America's local governments, by officially designating May as National Cities, Towns & Villages Month as submitted.
- I. Proclamation; Peace Officers Memorial Week: Approval of a proclamation proclaiming the week of May 12 through May 18 as Peace Officers' Memorial Week and Wednesday, May 15 as Peace Officers' Memorial Day throughout the City of Lenoir.
- J. Proclamation; National Public Works Week: Approval of a proclamation proclaiming the week of May 19 through May 25 as National Public Works Week throughout the City of Lenoir.
- K. Proclamation; Celebrate Drinking Water Week: Approval of a proclamation proclaiming the week of May 5 through May 11 as Celebrate Drinking Water Week throughout the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The ABC Board will meet on Thursday, May 9 at 2:00 p.m.
2. The Lenoir Business Advisory Board will meet on Thursday, May 9 at 6:00 p.m. at City Hall, Third Floor Conference Room.

3. The City/County Services Committee will meet on Monday, May 13 at noon.
4. The Economic Development Advisory Committee will meet on Tuesday, May, 14 at 8:15 a.m.
5. The Planning Board will meet on Monday, May 20 at 5:30 p.m.

B. Items for Council Action

1. Agreement; Water Purchase: Staff recommends approval of the proposed Water Sales Agreement between the City of Lenoir and Caldwell County to provide up to 1,500,000 gallons of drinking water per day at the applicable wholesale water rate. Note: The Agreement shall become effective on the 1st day of July, 2024 and shall expire on the 30th day of June, 2034 unless earlier terminated in accordance with the terms herein.
2. 911 Consolidation Agreement: Staff recommends City Council approval of the proposed Agreement between the City of Lenoir and Caldwell County for the Consolidation of 911 Service and the Creation of a Joint Agency pursuant to N.C.G.S. §160A-462 to Provide Emergency Public Safety Communication Services within Caldwell County and the City of Lenoir.
3. Order of Abatement; 501-A Stage Street: Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 501-A Stage Street, Lenoir NC, Parcel ID 06-18-1-51 and NCPIN#2749485147 as submitted.
4. Order of Abatement; 510 Stage Street NW: Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 510 Stage Street NW, Lenoir NC, Parcel-ID 06-18-1-50 and NCPIN#2749486124 as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Annual Announcement; Board Appointment/Re-Appointments: Mayor Gibbons will announce a list of individuals to be appointed/re-appointed to the City's Authorities/Boards/Commissions for various term lengths. These appointments will be placed on the May 21 City Council Agenda for Council's consideration of approval.

ABC Board (3-Year)	Steven Stewart
Foothills Airport Authority (2-Year)	Charles Thomas
Lenoir Housing Authority (5-year)	Ben Boaz Vacant (2026)
Business Advisory Board (3-Year)	Tim Biddix Patrick Longano Mark Transou Matt Underwood

Planning Board/Historic Preservation Commission (3-year)

James Bradshaw
Marta Lazo
Lucy McCarl

Board of Adjustments (3-year)

James Bradshaw
Leah Hamilton
Tim Scobie

Recreation Advisory Board (2-year)

Schonna Banner
Darryl Lipford
Vacant

Lenoir Tourism Development Authority (4-year)

Angela Johnson (Lodging)
Vacant (Lodging)

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**X. ADJOURNMENT**

PROCLAMATION



In Recognition of Peace Officers' Memorial Week

May 12 – 18, 2024

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Lenoir Police Department unceasingly provide a vital public service;

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 and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 12 – May 18, 2024, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

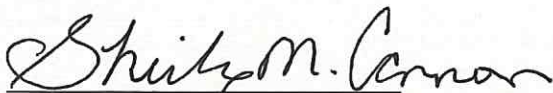
FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 7th day of May, 2024.

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
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

**PROCLAMATION IN HONOR OF
NATIONAL PUBLIC WORKS WEEK
“Advancing Quality of Life For All”**

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 2024 marks the 64th 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 19 through May 25, 2024, 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 7th day of May, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lenoir Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
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 5 – 11, 2024 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 7th day of May, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



Tuesday, April 16, 2024

Minutes-City of Lenoir Council Meeting

**LENOIR CITY COUNCIL
TUESDAY, APRIL 16, 2024
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ralph Prestwood, Kimmie Rogers, David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: Councilmember Ike Perkins.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Assistant Fire Chief Kenny Nelson, Main Street & Economic Development Director Brenda Floyd, Police Chief Brent Phelps, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Utilities Director Jeff Church, Public Services & Public Works Director Jon Hogan and Communication Director Joshua Harris.

Also in attendance was News-Topic Reporter Shelby Powell.

I. CALL TO ORDER

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

**CONGRATULATIONS; CITY MANAGER
SCOTT HILDEBRAN & WENDY HILDEBRAN;
BOSTON MARATHON:**

- B. On behalf of City Council, Mayor Gibbons congratulated City Manager Scott Hildebran for competing in the 2024 Boston Marathon races. Mr. Hildebran participated in the 5K race and finished well. Also, Mayor Gibbons congratulated Wendy Hildebran for participating in the Boston Marathon which is a total of 26.2 miles. Mrs. Hildebran also finished well and completed the race with a faster time than last year.

**SYMPATHY
EXTENDED:**

- C. On behalf of City Council, Mayor Gibbons extended condolences to the family of former Mayor David Barlow who passed following a brief illness. Mr. Barlow previously served as Mayor of Lenoir from November 2, 1999 through December 2011. Prior, he served as a member of City Council from 1981 – 1985 and 1995 through November 1999.

Mayor Gibbons asked everyone to keep Mr. Barlow's family in their thoughts and prayers during this difficult time.

2023 ANNUAL REPORT;

POLICE DEPT.: D. Chief of Police Brent Phelps presented an overview of the Department's 2023 Annual Report to City Council.

A copy of the full report is available online at www.cityoflenoir.com/police.

Chief Phelps stated the Department has used the National Incident-Based Reporting System (NIBRS) since 2017 and reviewed the highlights of the report.

Chief Phelps reported there was a 6% reduction in crimes against society and no homicides were committed in 2023. There was a 21% decrease in domestic cases and 222 individuals were involuntarily committed. Chief Phelps clarified the Jonas House is not set up to receive patients that are involuntarily committed. He stated there were 140 overdoses which is 13% less than 2022 and Officers administered the drug Narcan 69 times and saved 62 lives.

In addition, Chief Phelps pointed out there were 1,241 vehicle crashes, 3,568 vehicle stops and 2,102 citations issued with 1,194 warnings. The Investigations Division recovered \$794,206 in stolen property including vehicles. There were \$4,610,078 illegal narcotics seized and \$790,756 in cash and property seized. Also, there were 1,895 criminal cases and 207 nuisance cases of which 97 properties were owner abated and the City abated 30.

The Communications Center processed 40,329 CAD calls and there were 24,176 service calls. Chief Phelps shared there were 27, 218+ citizen contacts with 51 use of force incidents which equals to .19%. He pointed out a use of force could be a strike, use of pepper spray or taser, or pointing a weapon. He further explained if an Officer points his weapon, he is required to fill out a form which goes through 5 levels of supervisors before he receives the report.

Chief Phelps shared all Officers have body cameras and noted they will be receiving upgrades in the near future. Next, he explained the company Extra Duty Solutions schedules Officers for off-duty assignments with 3,042 total hours being scheduled in 2023 which is equivalent to 1.39 full-time employees. Chief Phelps stated if an assignment is outside of the Department's policy, Extra duty Solutions will call and Police Department Staff will make a decision whether to accept or decline the assignment.

In addition, 51,542 evidence items have been collected to date, 12 ABC permits were issued, 30 background checks were conducted, and they received 125 crime stoppers tips. The Department completed 8,887 training hours and 31 Officers received professional certificates.

Chief Phelps reviewed 2023 personnel and structure changes in the Department. He stated 16 full-time employees were hired and explained 5 left within 6 months. Next, Chief Phelps shared the Department lost 17 employees which includes 9 full-time officers, 2 full-time trainees, 3 full-time telecommunicators, and 3 part-time telecommunicators. Out of the 17 that left, he mentioned that 3 Officers retired and 2 opted to stay part-time.

A brief discussion was held regarding whether the City can recoup any costs from Officers that leave following their training. Chief Phelps stated he spoke with an attorney and the School of Government (SOG) about this issue and reported since

the bulk of their costs comes from salaries, the Department decided not to pursue this issue.

Chief Phelps briefly discussed succession planning and shared that 3 senior Officers retired in 2023 and 13 employees were promoted into supervisory roles during the year. The Department obtained 4 additional positions through the Caldwell County School System to place School Resource Officers (SRO's) in all of the City's elementary schools. Chief Phelps further described the improvements made to the facility including painting, new carpet and desks. Also, he reported they have added additional card readers and purchased a new Drone with forfeiture funds.

Mayor Gibbons thanked Chief Phelps for the good report and for all the Department does in keeping the citizens of Lenoir safe every day.

PROCLAMATION; MOTORCYCLE SAFETY & AWARENESS MONTH:

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

Chief Phelps stated Lenoir does has a motorcycle community and pointed out the purpose of the proclamation is to educate the public which helps keep the cyclists and citizens safe.

On behalf of City Council, Mayor Gibbons thanked Chief Phelps for all that the Officers do every day to keep the citizens safe.

PROCLAMATION; INTERNATIONAL FIREFIGHTERS' DAY:

- E. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Fire Chief Norman Staines proclaiming Saturday, May 4, as "International Firefighters' Day" throughout the City of Lenoir.

Chief Staines stated the United States Fire Administration reports that 80 firefighters died in the line of duty in 2023. Currently, there have been 22 firefighter deaths in 2024.

Chief Staines stated the Lenoir Fire Department prepares and responds to medical calls, motor vehicle accidents, structure fires and lost subjects. In 2023, the Fire Department responded to 3,386 calls for service with an average response time of 3:39 minutes. In addition, he reported Staff completed 19,610 training hours in 2023 and completed 52 fire prevention presentations with an estimated 4,898 citizens participating in these presentations. Also, Staff installed 80 smoke detectors in homes as requested by residents.

Chief Staines thanked Mayor Gibbons, City Council, and City Manager Hildebran for the recognition and support provided to the Fire Department. He commended all of the Department's 58 firefighters for their dedication and outstanding service to the City.

Mayor Gibbons thanked Chief Staines and all of the firefighters for everything they do each day to keep the citizens and community safe.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the 2024 Budget Retreat held on Tuesday, March 26, 2024 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 2, 2024 as submitted.
- C. Resolution; Water & Sewer Capital Improvements Plan: Approval of a Resolution to adopt the Water & Sewer Fund Capital Improvements Plan (CIP) as presented by City Staff. Adoption of this resolution is to meet the requirements of any future funding applications through the NCDEQ Division of Water Infrastructure SRF loan or grant funding programs or other available funding sources. (A copy of the resolution and the Water & Sewer CIP are attached to these minutes as information.)
- D. Contiguous Annexation Petition: Approval of a Resolution Directing the City Clerk to check the Annexation Petition for Sufficiency for property located at the intersection of Hopedale Drive and Providence Lane (NCPIN#2757372828) and to call for a public hearing to be held on Tuesday, May 7 for consideration of approval of the annexation petition. The parcel is within Lenoir's ETJ (Extra Territorial Jurisdiction), zoned as R-15 Single-family and is contiguous with the Lenoir City limits. (A copy of the resolution is attached to these minutes as information.)
- E. General Counsel Agreement; City Attorney: Approval of the General Counsel Agreement between the City of Lenoir and the law firm of Wilson, Lackey, Rohr, & Hall, P.C. as submitted. (A copy of the agreement is attached to these minutes as information.)
- F. Proclamation; Motorcycle Safety & Awareness Month: Approval of a proclamation proclaiming the Month of May as "Motorcycle Safety & Awareness Month throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)
- G. Proclamation; International Firefighters' Day, May 4: Approval of a proclamation proclaiming Saturday, May 4, 2024 as International Firefighters' Day throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt items A through G on the Consent Agenda as described above and as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

INFORMATION; FORT

DEFIANCE:

- A. Mr. Gabe Pipes, Site Director at Fort Defiance, addressed City Council regarding new information discovered by Appalachian State University (ASU) students as related to the enslaved population that once existed at the house. Mr. Pipes also invited City Council to a VIP Reception on Monday, April 29 beginning at 6:00 p.m. at Fort Defiance.

Mr. Pipes stated he was recently employed by Fort Defiance and gave a brief background of the property. He stated William Lenoir began building the home in 1788 and finished it in 1792. He shared the historic site has a number of original furnishings and artifacts. Mr. Pipes stated the house has been restored to its original state and emphasized it is a beautiful home.

In addition, Mr. Pipes reported students from ASU have reviewed over 1,000 documents that contain exciting and new information about Fort Defiance and several of their displays will

Tuesday, April 16, 2024

Minutes-City of Lenoir Council Meeting

be shown during the summer. The students are also trying to locate the cemetery and slave quarters that were on the property. Also, he mentioned that Dr. Leslie McKesson, ASU Professor, discovered during the study that she is a descendant of the enslaved population that once lived at Fort Defiance.

Mr. Pipes stated when the student's reports are finished, he will return and share their findings about Fort Defiance with City Council.

Mr. Pipes stated a Lunch and Learn event will be held on June 8 regarding the Overmountain Victory Trail (OVMT). On July 4, an 18th Century Style Picnic will be held on the grounds, and on August 10, a local historian will discuss the effects on the property from WWII.

On behalf of City Council, Mayor Gibbons thanked Mr. Pipes for the good report and stated the Council looks forward to having him come back.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

EMPLOYEE LITTER

- SWEEP:** 1. The City of Lenoir Employee Litter Sweep will be held on Thursday, April 25 from 9:00 a.m. – 12:00 p.m.

BOOTLEGGER 100

- BICYCLE RACE:** 2. The Bootlegger 100 Bicycle Ride/Event will be held on Saturday, April 20 from 8:00 a.m. – 6:00 p.m. The event begins and ends in downtown Lenoir.

LENOIR BICYCLE

- FESTIVAL:** 3. The Lenoir Bicycle Festival will be held on Saturday, April 20 in downtown Lenoir from 10:00 a.m. – 4:00 p.m. Additional information is available on the City's website at cityoflenoir.com/events.

BOARD OF

- ADJUSTMENT:** 4. The Board of Adjustment will meet on Monday, April 22 at 5:30 p.m. in the City/County Chambers.

COMMITTEE OF

- THE WHOLE:** 5. The Committee of the Whole will meet on Tuesday, April 23 at 8:30 a.m. at City Hall, Third Floor Conference Room.

NCLM CITY

- VISION CONF.:** 6. The North Carolina League of Municipalities City Vision Conference will be held on Tuesday, April 23 through Thursday, April 25 at the Benton Convention Center in Winston Salem.

NCDOT SPRING LITTER

- SWEEP:** 7. The NCDOT Spring Litter Sweep event ends on Saturday, April 27. The public is encouraged to participate.

**FOOTHILLS REGIONAL
AIRPORT AUTHORITY:**

8. The Foothills Regional Airport Authority will meet on Wednesday, May 1 at noon at the Airport Facility.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

**NCLM VOTING
DELEGATES:**

- A. City Council recommended that Mayor Joe Gibbons be appointed to serve as the City of Lenoir's voting delegate and Councilmember Jonathan Beal as the Alternate voting delegate at the North Carolina League of Municipalities (NCLM) Annual Business Meeting at the 2024 City Vision Conference that will be held at the Benton Convention Center, Winston-Salem.

Upon a motion by Councilmember Perdue, City Council voted unanimously to appoint Mayor Joe Gibbons to serve as the City of Lenoir's voting delegate along with Jonathan Beal as the alternate voting delegate at the NCLM's Annual Business meeting at the 2024 City Vision Conference as recommended by Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED

- SESSION:** A. Mayor Gibbons stated City Council will enter into closed session and read the following statement:

City Council will enter into closed session as authorized by N.C. Gen. Stat. § 143-318.11(a)(3) to consult with the City Attorney Timothy Rohr to preserve attorney-client privilege. City Council will consider and give instructions to the Attorney regarding the possible settlement of an existing lawsuit. The parties to that existing lawsuit are David Williams, Doris Williams, and CresCom Bank. It is expected that the City Council will take action in open session at the conclusion of the closed session.

Upon a motion by Councilmember Thomas, City Council voted unanimously to enter into closed session.

OPEN

- SESSION:** B. Upon a motion by Councilmember Prestwood, City Council voted unanimously to re-enter into open session.

Upon a motion by Councilmember Prestwood, City Council voted 5 to 1 with Councilmember Perdue voting against to approve the settlement between the City of Lenoir vs. David and Doris Williams and Crescom Bank, 21CVS 1082 Caldwell County File number as follows:

- A. Deposit a total of \$55,000 with the Clerk of Court's office.
- B. Authorize the Williamses to widen their driveway access as described in the recent report from McGill Associates at their expense.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 7:17 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

RESOLUTION BY THE LENOIR CITY COUNCIL

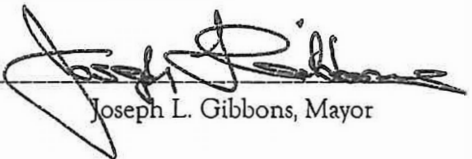
- WHEREAS, The City of Lenoir has a current Capital Improvement Plan (CIP) for the Water and Sewer Enterprise Fund that spans 10-years, and
- WHEREAS, The City of Lenoir annually updates its 10-Year Water and Sewer CIP, and
- WHEREAS, The City of Lenoir held a City Council Budget Retreat on March 26, 2024 to present the 10-Year Water and Sewer CIP, and
- WHEREAS, Applications for funding submitted to the NC Department of Environment Quality (DEQ) Division of Water Infrastructure (DWI) may earn points if the Applicant has a CIP adopted by the City Council within two years of the application date.

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

That City of Lenoir does hereby adopt the Capital Improvements Plan (CIP) as updated for the Fiscal Year 2024-25 budget, as presented at the March 26, 2024 City Council Budget Retreat.

Adopted this the 16th day of April, 2024 at Lenoir, North Carolina.

SEAL



Joseph L. Gibbons, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the adoption of the 10-Year Capital Improvement Plan, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the 16th day of April, 2024; 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 16th day of April, 2024.



Signature

Shirley Cannon, City Clerk

Printed Name and Title

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Water Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Distribution System Vehicles and Equipment	548,500	175,000	227,500	56,000			62,000	64,000		68,000	71,000		
	Water Treatment Vehicles and Equipment	941,900	82,000	318,900	57,000	139,000	166,000	49,000	50,000	52,000	54,000	56,000		
	Water Resources Vehicles and Equipment	25,500	120,000	25,500										
Subtotal - Water Vehicles and Equipment		1,515,900	377,000	571,900	113,000	139,000	166,000	111,000	114,000	52,000	122,000	127,000	-	-
Distribution System														
1	Finley Water System Improvements	8,300,000		6,300,000	2,000,000									
2	Major Pressure Reducing Valve Vaults	710,000			350,000	360,000								
3	Joycetown Water Improvements	170,000				170,000								
4	Valdese System Interconnect	17,000,000			17,000,000									
5	Morganton Blvd Water Line - Phase 1	1,000,000			1,000,000									
6	Morganton Blvd Water Line - Phase 2	2,470,000			2,470,000									
7	US 321 Utility Relocations	780,000				780,000								
8	Whitnel Transmission Line Replacement - to Sawmills	6,060,000					6,060,000							
9	Walt Arney Road Water Line Replacement	640,000					640,000							
10	Hudson Tank Pump Upgrades	590,000					590,000							
11	Pleasant Hill Road Water Improvements	750,000						750,000						
12	Whitnel-Cajahs Water Pump Station	2,370,000								2,370,000				
13	Water System Interconnect #1	3,940,000										3,940,000		
14	Zacks Fork to Cottrell Hill Water Supply Loop	-												1,650,000
15	Whitnel Transmission Line Replacement - to Whitnel	-												13,010,000
16	Divisional Valve Replacements	564,000		100,000	130,000		110,000	110,000		114,000				
17	Water Line Replacements	2,800,000					609,000		700,000		700,000		800,000	
Water Treatment														
18	AWIA Compliance Projects	-	100,000											
19	Flash Mix Basin Repairs	450,000	500,000	450,000										
20	Residual Systems Upgrade	2,340,000					2,340,000							
21	Retrofit all Cahah Pumps and Switchgear	250,000						250,000						
22	Add 3rd Whitnel Finished Water Pump and VFD	1,040,000						1,040,000						
23	Add 3rd Raw Water Pump and VFD	1,250,000						1,250,000						
24	Filter Valve Upgrades	1,770,000						1,770,000						
25	Finished Water Pump Station Upgrades	1,250,000						1,250,000						
26	Backwash Supply Improvements	350,000						350,000						
27	Operations Building Upgrades	2,010,000						2,010,000						
28	Sedimentation Basin Repairs	1,980,000									1,980,000			
29	Clearwell Replacement	4,020,000									4,020,000			
30	Generator and Electrical System Loop	-												3,400,000
Subtotal - Water Infrastructure Improvements		64,854,000	600,000	6,850,000	22,950,000	1,310,000	10,340,000	8,780,000	700,000	2,484,000	6,700,000	3,940,000	800,000	18,060,000
Total - Water Improvements		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000
Current Year (FY24) CIP: Water Improvements			977,000											
10-Yr CIP: Water Improvements FY25-34		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000
Capital Project funded or partially funded using external source(s). - ARPA, Direct Allocation, etc.														
Capital Project funded or partially funded using debt issue(s)														

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Wastewater Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Collection System Vehicles and Equipment	1,563,000	153,000	115,000	744,000	104,000		112,000	116,000	120,000	124,000	128,000		
	Wastewater Treatment Vehicles and Equipment	135,250	40,000	135,250										
Subtotal - Wastewater Vehicles and Equipment		1,698,250	193,000	250,250	744,000	104,000	-	112,000	116,000	120,000	124,000	128,000	-	-
Collection System														
1	East Harper Avenue Sewer Replacement	550,000		550,000										
2	Boxwood St Sewer Relocation	390,000				390,000								
3	Pennion to Hwy 18 Sewer	1,100,000					1,100,000							
4	Main Street (Valway to 321) Sewer Replacement	1,100,000					1,100,000							
5	Rehab Blairs Fork Outfall	860,000					860,000							
6	Gunpowder Creek Interceptor Replacement	3,340,000					3,340,000							
7	Zacks Fork Sewer Replacement	2,270,000					2,270,000							
8	Meadowood Upstream Sewer Replacement	1,780,000								1,780,000				
9	Meadowood Lift Station Improvements	520,000								520,000				
10	Golf Course Sewer Replacement	4,290,000											4,290,000	
11	Manhole Improvements	670,000	180,000			210,000		220,000		240,000				
12	Sewer Line Replacements	5,000,000						1,000,000		2,000,000		2,000,000		
Wastewater Treatment														
13	LCWWTP Recycle Water Pump/Lines	-	20,000											
14	Bar Screen Replace at GPWWTP	-	200,000											
15	Influent Repairs at LCWWTP	-	20,000											
16	Lower Creek WWTP Bypass Screen	550,000				550,000								
17	Lower Creek WWTP Mixers	1,610,000			1,610,000									
18	Lower Creek WWTP Diffusers and Concrete Repairs	2,460,000			2,460,000									
19	Septage Receiving Station / Vactor Dump	640,000					640,000							
20	Lower Creek WWTP Equalization Basin	3,780,000					3,780,000							
21	Lower Creek WWTP Treatment Improvements	7,630,000							7,630,000					
Subtotal - Wastewater Improvements Infrastructure		37,600,000	420,000	550,000	4,070,000	1,150,000	13,090,000	1,220,000	7,630,000	4,540,000	-	2,000,000	4,290,000	-
Total - Wastewater Improvements		39,298,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-
Current Year (FY23) CIP: Wastewater Improvements			613,000											
10-Yr CIP: Wastewater Improvements FY25-34		40,236,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-

☐ Capital Project funded or partially funded using external source(s). ARPA, Direct Allocation, etc.
☐ Capital Project funded or partially funded using debt issue(s)

Total Water and Wastewater Capital Improvements Plan

Current Year (FY24) CIP: Total Water/Wastewater		1,590,000												
10-Yr CIP: Total Water and Wastewater		106,608,150	8,222,150	27,877,000	2,703,000	23,596,000	10,223,000	8,560,000	7,196,000	6,946,000	6,195,000	5,090,000	18,060,000	



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 16, 2024 by the City of Lenoir City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

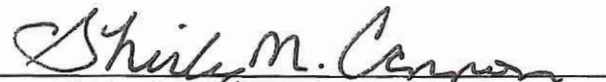
WHEREAS, the City Council of the City of Lenoir deems it advisable to proceed in response to this request for annexation.

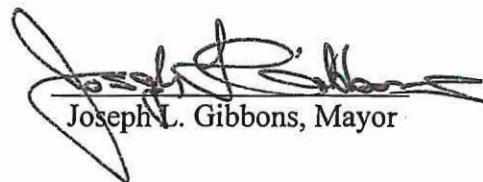
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of his/her investigation.

This the 16th day of April, 2024.

Attest:


Shirley M. Cannon, City Clerk


Joseph L. Gibbons, Mayor



**GENERAL COUNSEL AGREEMENT
BETWEEN
WILSON, LACKEY, ROHR & HALL, P.C.
and
THE CITY OF LENOIR,
A NORTH CAROLINA BODY CORPORATE**

THIS CONTRACT, made and entered into on the date it is executed by the last of the parties, by and between the City of Lenoir, a body corporate and politic existing under the laws of North Carolina (hereinafter referred to as the "City") and Wilson, Lackey, Rohr & Hall, P.C. (hereinafter referred to as the "Firm");

Whereas, the City wishes to retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law, as required by N.C. Gen. Stat. § 160A-173, section 4.3 of the City of Lenoir Charter, and section 2-96 of the Code of Ordinances for the City of Lenoir.

NOW, THEREFORE, for and in consideration of the sums and mutual agreements contained herein, the parties hereto agree as follows:

1. The City does hereby retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.
2. This contract exists and continues for an initial period beginning May 1, 2024 through December 1, 2025. Either party may terminate this contract at any time, with or without cause, upon 60 days' notice to the other party of the terminating party's intent to terminate this contract. Unless terminated by either party, this contract will automatically renew for successive one year terms.
3. The City will pay a retainer to Firm in the sum of \$1,500.00 each month, payable on the 1st day of each month. The retainer fee is for and in consideration of the following services:
 - a. Continuous availability for representation of the City both in and out of court, and availability for the performance of any legal services for the City. Time spent on representation and the performance of any legal services for the City by Firm will be billed at the hourly rates listed in section 4 of this contract, except for the regular monthly business meeting of the City.
 - b. Attendance and participation as legal counsel at the regular twice-monthly business meetings of the City as necessary, not including special, work-session, emergency, or other meetings of the City.

- c. The City will refer to the Firm all legal matters arising in the course of the business of the City and will notify the Firm of all meetings of the City and provide the Firm with a copy of agenda in advance of said meetings.
4. For such services rendered by the Firm which are not covered by the monthly retainer, the City will pay to the Firm the sum of \$300.00 per hour for attorneys and \$150.00 per hour for paralegals/legal assistants. Time will be charged in minimum units of .10 of an hour. The time charged may include, but is not limited to, court appearances, travel time, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences, drafting of pleadings, instruments, office memoranda, and correspondence, and other duties as laid out in section 2-97 of the Code of Ordinances for the City of Lenoir. Firm will use its discretion in staffing to provide services in the most economical manner possible. All time spent on the City's behalf, including time spent in telephone and email communications, will be charged to the City. Said hourly fee may be modified at the end of each term of the contract by agreement of the parties.
5. The City will reimburse Firm all actual expenses the Firm incurs in the course of such employment, including but not limited to copying costs, court fees, travel, and the cost of lodging and meals incurred while attending conferences or meetings of the NC Association of Municipal Attorneys or other similar groups, together with the annual dues for any such association. City will not be charged an hourly rate for time spent by Firm attending conferences or meetings of the NC Association of Municipal Attorneys or other similar groups.
6. For all matters regarding legal advice directly to the Lenoir Police Department, Firm will have no obligation to provide services to City and City will obtain other counsel for such services if Firm determines that it has a conflict in any such matter. This provision does not prohibit Firm from representing City on any matter where the Lenoir Police Department is a party to an Agreement or is impacted by the matter at issue, so long as Firm in its sole discretion accepts such representation of City.
7. It is understood and agreed by and between the parties hereto that the Firm will be responsible for all legal services performed pursuant to this contract and that it will perform any and all legal services requested that are within the scope of reasonable and sound legal practice. The Firm will bill to the City such services or expenses enumerated herein or performed in accordance with this agreement on a monthly basis and the City will pay for the services or expenses so billed within 30 days of receipt.

Tuesday, April 16, 2024

Minutes-City of Lenoir Council Meeting

The City executed this contract by the authority of the majority vote of the City Council meeting in regular session.

IN TESTIMONY WHEREOF, the parties have executed this contract in duplicate originals, one of which is retained by each party.

ATTEST:

CITY OF LENOIR

Shirley Cannon
Shirley Cannon, City Clerk

BY:

Joseph Gibbons
Joseph Gibbons, Mayor

WILSON, LACKEY ROHR & HALL, P.C.

BY:

David S. Lackey
David S. Lackey, President

Pre-Audit Certificate:

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

By: Denna Bean
Chief Financial Officer

Date Signed: 4-22-24

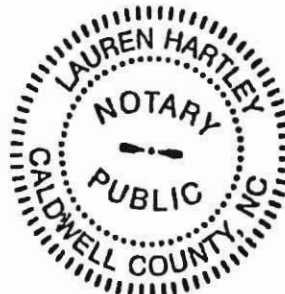
NORTH CAROLINA
CALDWELL COUNTY

I, Lauren Hartley, a Notary Public of the County and State aforesaid, certify that Joseph Gibbons personally came before me this day and acknowledged that he is Mayor of the City of Lenoir, a North Carolina Body Corporate, and that by authority duly given and as the act of the City of Lenoir, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Shirley Cannon as its Clerk.

Witness my hand and official stamp or seal, this 22nd day of April, 2024.

My Commission Expires: 8/16/2026

Lauren Hartley
Notary Public



NORTH CAROLINA
CALDWELL COUNTY

I, Michelle L. Turvaille, a Notary Public of the county and state aforesaid, do hereby certify that David S. Lackey personally appeared before me this day and acknowledged that he is President of WILSON, LACKEY, ROHR & HALL, P.C., a North Carolina Professional Corporation, and that he, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 22 day of April, 2024.

My Commission Expires: 5-15-26

Michelle L. Turvaille
Notary Public





PROCLAMATION

Motorcycle Safety & Awareness Month

May 2024



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 16th day of April, 2024.

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
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R. S. PRESTWOOD
K. R. ROGERS
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 Saturday, May 4th, 2024, 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 16th day of April, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



**COMMITTEE OF THE WHOLE
TUESDAY, APRIL 23, 2024**

8:30 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem David Stevens, Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, and Crissy Thomas.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Downtown Economic Development & Main Street Director, Brenda Floyd, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Norman Staines, Fire Chief, Brent Phelps, Chief of Police and Joshua Harris, Communications Director.

I. Mayor Pro-Tem David Stevens welcomed everyone and called the meeting to order.

II. CITIZEN COMMENTS

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

III. COMMITTEE ITEMS

A. Public Services Public Utilities: Public Services Public Utilities Director Jeff Church presented the following report.

1. The contract to provide drinking water to Caldwell County will be placed on the agenda for the May 7 City Council meeting. The contract will be for a ten-year term.
2. Engineering pre-work is being completed for the Lenoir-Valdese Interconnect Project. A draft agreement contract is being prepared by the Town of Valdese and will be sent to the City of Lenoir for review and comment.
3. Digital contract documents have been reviewed for the Rhodhiss Flashmix Basin Project and Staff is awaiting the scheduling of a pre-construction conference.

B. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following update:

1. LFD Infrastructure Repair (Sinkhole): The City of Lenoir's project was not selected in the spring round for Golden Leaf funds. The next step will be submitting the project for bids. Staff needs authorization to move forward with bidding the project.
2. Hospital Avenue Sidewalk Project: (RFOLI) Request for letters of interest is currently out for advertisement and closes on April 25th. Staff has received (1) Letter of Intent (LOI) and also shared (4) Plan sets for firms planning to submit. The City may receive (5) LOI's. Director Hogan stated he has not received an updated bid date from NCDOT, but he will contact Ramie Shaw this week.
3. Phase III Gateway Project: Destination by Design (DbyD) has begun survey, the North Carolina Department of Transportation (NCDOT) Right-of-Way encroachment and

traffic report work on the (3) remaining gateway signs. The Project is currently in the design phase.

4. 23-02 N.C. Forest Service Urban and Community Forestry Financial Assistance Award - Tree Canopy Cover Assessment: Assessment has been completed, will work on creating a presentation for the information received. Next phase is working with the school system on class curriculum. Training will be held on Monday April 29th at the Caldwell County Schools Education Center.
5. Downtown Tree Replacement Project: All trees have been planted and Building Maintenance Staff is currently working on installing landscape lighting. The next step will be to cleanup and put out mulch.
6. Former LHS Roofing Project: The former Lenoir High School (LHS) Roofing Project is wrapping up with only a few punch list items remaining.
7. Wayfinding Sign Project: RiteLite Sign has submitted an estimate for extra art embellishments for the Wayfinding Sign Project. A call to artists was sent out and responses are due by the end of the week. RiteLite plans to be on-site on Monday, May 1 & Tuesday, May 2. Staff will be working with them to stake all sign locations during that time.

IV. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board did not meet on Thursday, April 11. Brenda Floyd, Economic Development Main Street & Director presented the following report.

Director Floyd shared upcoming events include the National day of Prayer on May 2 beginning at noon on the downtown stage area. The I Heart Main Street dinner event is rescheduled for Thursday, May 30 beginning at 6:30 p.m. at the Harper Room and the Neon Night Ride will be held on Friday, May 31 in downtown.

- B. Board of Adjustment: The Board of Adjustment met on Monday, April 22. Planning Director Hannah Williams gave the following report: The Board of Adjustment reviewed a variance for property located on Finley Avenue. The property is vacant and a recommendation will be placed on the May 7 agenda. Also, two minimum housing orders will be submitted requesting abatement for properties located on Stage Street for the May 7 agenda. Director Williams stated they are coordinating this step with the Police Department.

Director Williams stated a public hearing will be held on Tuesday, May 21 to consider a contiguous annexation request for property located at the intersection of Hopedale Drive and Providence Lane.

The Department received twenty (20) submissions for the Wayfinding signage project. Also, Director Williams reported Staff attended a floodplain meeting in March and stated she will forward the report as information. Since 2010, the City has only had two (2) issues out of sixty-seven (67) permits that were issued.

- C. Parks and Recreation Advisory Board met on Monday, April 15. Phil Harper, Parks & Recreation Director presented a report of the meeting along with an update of several activities and projects as follows:

- The Mulberry Recreation gym floor issue is the result of gutter issues and water leaking down the walls and into the gym. The City's Building Maintenance Department will be making the repairs. Director Harper thanked Jon Hogan, Public Works Staff, Superintendent Duke Moore's staff, David Coffey and Parks & Recreation Staff for their assistance in the removal of the old gym floor which saved the City an estimated \$60,000.00.
- Improvements to the Mulberry Recreation Center will begin next week which include painting and pressure washing of the outside of Center. Following, Staff will look at painting the inside of the facility, repairing ceiling damage in the multi-purpose room along with some repairs to the entrance doors.
- Splash Pad – Quotes for the proposed Splash Pad were re-submitted due to the differences in the quote amounts. The quotes were not comparable regarding the spray head fixtures. The specs were for 57 spray heads and a 1,630 square foot splash pad.
- Programs: Director Harper reported 114 youth registered for the T-Ball Baseball and Softball programs. Lenoir will participate in a league with the Towns of Granite Falls, Sawmills and Valdese. Opening ceremonies were held on Thursday, April 18 at 6:00 p.m. with Mayor Joe Gibbons throwing out the first pitch.
- An Easter Egg hunt was held with numerous eggs being hidden for the children and 30 prizes given away for drawings. The event successful and well attended.
- Director Harper briefly reviewed Staffing and reported they were down 2 full-time employees. He along with Jon Hogan will be conducting interviews this week for the landscaping position at the Broyhill Walking Park. Director Harper reported they received applications from several good applicants. Laurie Elliott was recently hired to be the new custodian at Mulberry Recreation Center and to also maintain all of the City's parks and the Greenway trails.

V. Finance and Administration: Finance Director Donna Bean reported on the following items:

A. Budget Amendment; Linkside Connector/Hotel Street Capital Project and the Budget Amendment: Staff recommends City Council approval of a Capital Project Budget Ordinance for the Linkside Connector/Hotel Street Capital Project in the amount of \$37,665.00 to:

- 1) Revise the Linkside Connector Capital Project Budget to allocate funding for settlement.
- 2) Approve the Budget Amendment to allocate funding for settlement as submitted.

(A copy of the Budget Amendment is attached to these minutes as information.)

Director Bean clarified the request for the amendments to the annual budget ordinance for the fiscal year end of June 30, 2024 is to allocate funding from the General Fund for the Linkside Connector Project as submitted.

Motion

Upon a motion by Council Beal, City Council voted 7 to 0 to adopt the Budget Amendment in the amount of \$37,665.00 as described above and as recommended by City Staff.

B. Updates; Personnel Resolution: Staff recommends City Council adopt updates to the Personnel Resolution as follows to Section 3. Outside Employment, Section 14.

Transfer of Sick Leave from Previous Employer, and Section 17. Family and Medical Leave as presented. Director Bean explained the new wording for the Personnel Resolution is highlighted in yellow and deleted wording is shown as a strikethrough on the handout.

- Recommend changing the guidance in the Outside Employment portion of the Personnel Resolution.
- Recommend changing the guidance in the Transfer of Sick Leave portion of the Personnel Resolution.
- Recommend changing the guidance in the Family Medical Leave portion of the Personnel Resolution.
- Recommend changing the guidance in the Medical and Family Leave –Certification portion of the Personnel Resolution.

A copy of the updates listed above are attached to these minutes as information.

Following a brief discussion, Crystal Smith, Human Resources Manager explained that, basically an employee's sick leave balance is maintained for a while after they leave, in case they return to City employment in a short time period. Also, if they leave and are going to another local government employer, Human Resources writes a letter to their new employer with their sick time balance information, in the event that their new employer's sick leave policies will accept it. Ms. Smith further clarified the City pays out the balance of vacation time an employee may have accrued during their tenure with the City.

Motion

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the updates to the Personnel Resolution as described above and as recommended by City Staff.

- C. March Financial Summary: Director Bean reviewed the Financial Summary as of March 31, 2024. The over/under balance in the General Fund is \$4,111,949.47, Downtown District (\$181,431.76) and Water & Sewer Fund \$257,144.67.

A copy of the March Financial Summary is attached to these minutes as information.

Director Bean reported expenditures should be at 75% in the General Fund, but they are currently at 71% which is lower than last year. The Downtown District's Over/Under balance is due to the purchase of the Christmas ornaments and other items. In addition, the Water & Sewer Fund expenditures are higher due to a major debt payment that was paid at the end of March.

Director Bean stated all of the financials are on target and are where she anticipated them to be at this time.

- D. Announcement of Director of Special Projects: City Manager Hildebran shared that Jared Wright will be the new Director of Special Projects for the City of Lenoir. Mr. Hildebran stated Mr. Wright has a lot of experience in being a Project Manager having previously worked with the City and McGill Associates.

- E. Contract; Retail Strategies: City Manager Hildebran recommended City Council approve the annual contract between the City of Lenoir and Retail Strategies for a fee of \$35,000 and authorize the City Manager to execute the contract. The purpose of the contract is for retail recruitment. The contract becomes effective July 1, 2024 through June 30, 2025.

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

Motion

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to approve the contract between the City of Lenoir and Retail Strategies in the amount of \$35,000 annually as recommended by City Manager Hildebran.

- F. Update; Public Communications: Joshua Harris, Public Information Director reported an estimated 500 people attended the Bike Festival in downtown Lenoir on Saturday, April 20. Mayor Joe Gibbons welcomed everyone to the event. Director Harris also thanked Staff members that volunteered including the Fire & Police Departments, Economic Development & Main Street Director Brenda Floyd plus City Councilmember Kimmie Rogers. Officer Marshall Ruppard held safety training classes and each child participating receiving a free helmet donated by NCDOT. They also received a ticket for a chance to win one of the many prizes which included 11 new bikes and other items donated by different organizations in the City.

Director Floyd briefly discussed finding a different way to count participants at next year's bike festival.

Director Harris also shared a Neon Bike Ride will be held on Friday, May 31 beginning at 8:30 p.m. in downtown Lenoir.

VI. Public Safety

- A. Update; Police Department: Brent Phelps, Police Chief, presented the following report about the possible Communication Center Consolidation with Caldwell County. Chief Phelps stated City Attorney Timothy Rohr is currently reviewing an agreement from Caldwell County regarding the consolidation of the City and County's communication centers. Chief Phelps shared the County currently has funding for a new communication center and has agreed to hire the Police Department personnel that currently work in the City's Center should they choose to accept an offer of employment and transfer to the County. Chief Phelps stated the City's annual cost is over \$700,000 per year and to replace the equipment in the room would be very expensive.

Chief Phelps pointed out that Burke and Watagua counties have consolidated their centers and noted it would designate the City as a stand-alone center. He stated that financially it is the best option for a new center.

- B. Bid Award; Lenoir Police Department (LPD) New Body Worn Cameras: Staff recommends City Council approval to award the low bid in the amount of \$106,978.60 to Kal-Tec Advisors for the purchase of 55 new body worn cameras (BWC's) and transition to Cloud storage to update the Department's current inventory and data storage configuration. Chief Phelps reported funding from lapsed salaries from the FY2023/2024 budget will be used to cover the cost of the cameras.

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

Chief Phelps reviewed the background information by stating in 2017, 55 BWC's were purchased in order to fully transfer into the newly acquired system. At that time, the decision was made to transition into Getax In-Car systems with every new patrol car purchased on an annual basis. Since 2017, the City has purchased (30) in-car cameras. According to their current vendor, the average life expectancy of BWC hardware is typically five-years. With that, the Department's current inventory of BWC's are past their life expectancy by two years and are no longer eligible for support through the manufacturer. Data storage related to their current BWC and In-Car systems are housed on an internal server.

Chief Phelps reiterated the Department is experiencing a 100% failure rate and about 98% of the cameras are at the end of life. He reported the City's IT Department feels the purchase is a good step for the City. Additionally, Chief Phelps emphasized the cameras will assist with transparency and stated the Department will maintain the cameras as they do weapons purchases by replacing ten (10) per year. He explained they currently use docking stations for their cameras but with the new cameras, an officer can upload their data from their vehicle.

Director Beal asked if the Department can purchase extra cameras with Chief Phelps saying Staff can remote in and watch video data on a camera. Chief Phelps stated the Department's four (4) School Resource Officers (SROs) will be assigned a camera first.

Motion

Upon a motion by Councilmember Perkins, City Council voted 7 to 0 to award the low bid of \$106,978.60 to Kal-Tec Advisors for the purchase of 55 new body worn cameras (BWC's) and transition to Cloud storage to update the Department's current inventory and data storage configuration as recommended by City Staff.

C. Update: Fire Department: Norman Staines, Fire Chief presented the following report:

- On April 1, the Department began using the reporting portion of its new reporting software (ESO).
- The Department will have a truck and crew at Whitnel Elementary School in the evening on Thursday, April 25 as part of their "Reading Night".
- The Department will have a truck and crew at the Child Health and Safety Fair on Monday, April 29 in the afternoon at the Caldwell County Health and Human Services Building.

VII. OTHER

- A. May Calendar: The calendar for the month of May was provided in the packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

- A. There being no further business, the meeting was adjourned at 9:22 a.m.

Attachments

Budget Amendment (Linkside Connector/Hotel Street)
March Financial Summary
Personnel Resolution Updates

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Retail Strategies Contract
Bid Tab-New Body Worn Cameras

2023-2024 Fiscal Year			
Budget Amendment			
Tuesday, April 23, 2024			
Request for amendments to be made to the annual budget ordinance for the fiscal year end 6/30/2024.			
ITEM 1: ALLOCATE FUNDING FROM THE GENERAL FUND FOR THE LINKSIDE CONNECTOR PROJECT.			
Account Number	Department	Increase	Decrease
4130	FINANCE		37,665.00
4701	LINKSIDE CONNECTOR	37,665.00	
	TOTAL EXPENDITURE CHANGES	-	
	NET EFFECT ON THE GENERAL FUND BUDGET	-	



**City of Lenoir
Financial Summary
As of 3/31/2024**



General Fund					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Total Revenue	\$ 22,066,505.00	\$ 19,757,712.02	90%	\$ 850,927.99	\$ 18,906,784.03
Expenditures	\$ 22,066,505.00	\$ 15,645,762.55	71%	\$ 407,264.26	\$ 15,238,498.29
Over/Under	\$ -	\$ 4,111,949.47		\$ 443,663.73	\$ 3,668,285.74
Downtown District					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Revenues	\$ 236,900.00	\$ 48,900.84	21%	\$ 8,216.48	\$ 40,684.36
Expenditures	\$ 236,900.00	\$ 230,332.60	97%	\$ (40,551.22)	\$ 270,883.82
Over/Under	\$ -	\$ (181,431.76)		\$ 48,767.70	\$ (230,199.46)
Water/Sewer Fund					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Revenues	\$ 10,726,980.00	\$ 8,445,382.74	79%	\$ 613,825.54	\$ 7,831,557.20
Expenditures	\$ 10,726,980.00	\$ 8,188,238.07	76%	\$ 2,601,195.38	\$ 5,587,042.69
Over/Under	\$ -	\$ 257,144.67		\$ (1,987,369.84)	\$ 2,244,514.51

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PERSONNEL POLICY REVISIONS –

*New wording is highlighted in yellow and deleted wording is shown as a strikethrough.

Section 3. Outside Employment

The work of the City shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in advance to the employee's supervisor by completing the Secondary Employment Form, who in turn will report it to the Department Head and the City Manager. They will review such employment for possible conflict of interest and then submit a record of the employment and review to the personnel file. Conflicting or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment *include but are not limited to:*

- a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- b) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's City duties.

Employees on a leave of absence, including FMLA or any other type of leave, may not engage in outside/secondary employment while on leave if the duties of that employment involves performing duties prohibited, restricted or limited by their leave documentation from their primary/City job. Violating this policy is considered misconduct and may result in immediate termination of both the leave of absence (including FMLA leave) and employment.

Section 14. Transfer of Sick Leave from Previous Employer

The City will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the City of Lenoir. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee's sick leave balance immediately upon receipt of the documentation from their previous employer. ~~upon completion of their probationary period.~~

Section 17. Family and Medical Leave

The City will grant up to 12 weeks of family and medical leave per *twelve months* to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the City's Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. *Earned*

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Compensatory time may not be used during FMLA leave. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition of the employee.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity or more than three days would be considered a serious health condition.

If the birth parent and non-birth parent ~~a husband and wife~~ both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the birth parent and non-birth parent ~~husband and wife~~ together may only take a total of 12 weeks leave under FMLA.

Section 18. Medical and Family Leave - Certification

In order to qualify for leave under this law, the City requires medical certification. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is a sudden one. The certification should be furnished as soon as possible (no longer than 15 days from the date of the employee's request). The certification and request must be made to the Department Head and filed with the Human Resources Manager.

The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy and received approval of the request by the City Manager.

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CITY OF LENOIR

REQUEST FOR APPROVAL OF SECONDARY EMPLOYMENT

City of Lenoir permits Full Time Employees (FTE) both Exempt and Non-Exempt to hold external occupational interests or "Secondary Employment" positions outside of their City employment. "Secondary Employment" is defined as any additional work for compensation external to the City of Lenoir that may include but is not limited to self-employment, contractual, commission, temporary, part-time and full time opportunities.

The work of the City shall take precedence over other occupational interests of employees. All outside employment for wages, salaries or commissions to include self-employment must be reported to the supervisor and Department Head who in turn will provide notice to the City Manager. The Department Head and City Manager will review "Secondary Employment" reports for potential conflict(s) of interest. Approval documentation of "Secondary Employment" shall be kept on file in the City of Lenoir Human Resources Department specific to the employee's personnel file.

Annually, Department Heads should revisit the "Secondary Employment" report for compliance to include addressing any change in status. The annual "Secondary Employment" review should be conducted in conjunction with the employee evaluation period. Conflicting or unreported "Secondary Employment" may constitute disciplinary action up to and including dismissal.

Approval for secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on primary employment.

Employee: _____ Job Classification: _____

Department: _____ Division: _____

Secondary Employer: _____

Nature of employer's business and description of duties to be performed:

(If additional space is needed, continue on the reverse side.)

Work Schedule (days/times of work): _____

Employee Certification:

I understand:

- the policy governing secondary employment. My secondary employment will not have any impact on and will not create any possibility of conflict with my primary employment.
- that failure to provide accurate information regarding my secondary employment approval request or to follow all policies regarding secondary employment may subject me to disciplinary action up to and including dismissal.

Employee Signature: _____ Date: _____

Review/Approval Signatures:

Immediate Supervisor: _____ Date: _____

Department Head: _____ Date: _____

Human Resources Manager: _____ Date: _____

City Manager: _____ Date: _____

[BABC 3-7-16]

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Lenoir, North Carolina and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the 22nd day of April, 2024 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the "Services");

- A. **Research.** The Consultant will identify the Client's retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant's client web portal known as "Basecamp." One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$35,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
July 1, 2024 – June 30, 2025	Due July 1, 2024	\$35,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Scott Hildebran. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of

work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

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7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Lenoir, North Carolina
801 West Avenue NW
Lenoir, North Carolina 28645
Attention: Scott Hildebran

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity

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any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party

from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts: Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

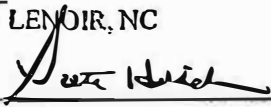
[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

CITY OF LENOIR, NC

By: 

Name:

Title:

Date:

Scott Henderson

City Manager

4/23/2024

CONSULTANT:

RETAIL STRATEGIES, LLC

By: 

Name:

Title:

Date:

Robert N. Sally Jr.

Principal / CEO

4/23/2024

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City of Lenoir Police



Council Action Form

I. Agenda Item:

This agenda item calls for council to approve the police department to purchase 55 new body worn cameras (BWC's) through Getac and transition to Cloud storage in order to update our current inventory and data storage configuration. Funding to be used from lapsed salaries from the existing FY 2023/2024 budget.

II. Background Information:

In September, 2017, 55 BWC's were purchased in order to fully transfer into the newly acquired system. At that time the decision was made to transition into Getac In-Car systems with every new patrol car purchased on an annual basis. Since 2017, the City of Lenoir has purchased (30) in-car camera systems. According to our vendor, the average life expectancy of BWC hardware is typically five years. With that, our current inventory of BWC's are past their life expectancy by two years and are no longer eligible for support through the manufacturer. Data storage related to our current BWC and In-Car systems are housed on an internal server.

III. Staff Recommendation:

Quotes:	Kal-Tec Advisors	\$ 106,978.60
	D.R. Ebel Police & Fire Equip.	\$ 123,322.26
	Interceptor Public Safety	No bid received

Staff sought three quotes and recommends awarding the bid to Kal-Tec Advisors as the lowest bidder. Thank you.

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Chief:  _____	Date: 4/17/2024

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614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161



QUOTE

GETAC BWC04 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

Quote Date: April 11, 2024
Expires: May 10, 2024

Quote ID: KTA LPD04092024D Revised

CUSTOMER Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	SHIP TO: Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	PREPARED BY: Kelli Worley KLWorley@Gmail.com (919) 449-6161
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Body Worn Camera Devices and Accessories				
Description	MSRP Price	Qty	Price	Extended Price
BWC (BC-04-4K-LTE) - 128GB + UHD/FHD/HD/WVGA+ WiFi + GPS + BLE 1 year hardware warranty	\$699.00	55	\$632.13	\$34,767.15
Body Worn Camera Adjustable Pocket Mount	\$79.00	55	\$76.80	\$4,224.00
Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used for in-car and at home for charging.55 officers x 2=110 + 10 spare=120qty	\$39.00	120	\$36.00	\$4,320.00
Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$126.00	30	\$116.33	\$3,489.30
Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$19.00	30	\$15.20	\$456.00
Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US), 25th month device refresh option program,	\$1,399.00	1	\$1,299.57	\$1,299.57

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614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161

SBAWOSB
Virginia Office Support Services

Device Extended Hardware Warranties				
Description	MSRP Price	Qty	Price	Extended Price
BC-04-LTE 4K Devices: Extended Warranty. Year 2&3	\$174.99	55	\$154.33	\$8,488.15
BC-04 Single Dock Devices: Extended Warranty - Year 2&3	\$19.99	30	\$17.79	\$533.70
BC-04 8 port Multi-Dock Device: Extended Warranty - Year 2&3	\$129.99	1	\$114.64	\$114.64

Cloud Storage, Support & Software License				
Description	MSRP Price	Qty	Price	Extended Price
In-Car Video Systems: 1 YEAR of Getac Cloud 60g per device + SW License. Monthly Plan. 30 Devices x 12 months = 372qty	\$61.00	360	\$41.00	\$14,760.00
BWC04 Devices: 1 YEAR of Getac Cloud - Monthly Plan 2 (Cloud 30G, SW maintenance) 55 devices x 12 months=660qty	\$39.00	660	\$26.04	\$17,186.40
Multi-Dock Device; 1 YEAR :Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	\$17.00	12	\$14.00	\$168.00

BWC04 Installation, Deployment & Training: Cloud Set-Up: All Devices				
Description	MSRP Price	Qty	Price	Extended Price
Deployment Service, 1 Remote Setup Day / Up to 3 Days Onsite (Project/Training)	\$9,500.00	1	\$8,493.58	\$8,493.58
Extra Day On-Site for Cloud Migration	\$1,600.00	1	\$1,410.00	\$1,410.00

Deployment Services: On-site services provided by our technical team to transition Lenoir over to the BC-4K this is essentially a brand-new deployment. All the docks will need to be switched out, vehicles will need to be tested for functionality with the BC-4K, server configuration will need to take place, and training and refresh training will need to be completed. No CAD integration.

If the department moves forward with this purchase at any time during the renewal time period (April 2024-March 2025) this quote would be adjusted to include a credit for any pre-paid dollars left during that term towards this purchase

Total	\$100,026.79
Shipping	\$200.00
Tax	\$6,751.81
EXTENDED TOTAL	\$106,978.60



Tuesday, April 23, 2024
 Minutes-Committee of the Week
POLICE & FIRE EQUIPMENT
 3203 Woodville Road
 Northwood, OH 43619



Voice: 419-698-4004 Fax: 419-698-1144
 Email: info@drebel.com

QUOTE NO.

041-5898

Lenoir Police Department 1035 West Ave. NW Lenoir, North Carolina 28645 Ph: 828-757-2100	DATE	SALESPERSON
	04/16/2024	DME
	CUST NO.	DURATION VALID FOR
	LNRPD03	15 Days
	TERMS	
	Net 10	

Qty	ID No.	DESCRIPTION	SALE PRICE	NET PRICE
55	GVS-OVWX4XXXXX1	BWC (BC-04-4K-LTE) - 128GB + UHD/FHD/HD/WVGA+ WiFi + GPS + BLE 1 year hardware warranty	\$679.00	\$37,345.00
55	GVS-GE-SVBKEXT2Y	BC-04-LTE 4K Devices: Extended Warranty. Year 2&3	\$164.99	\$9,074.45
30	GVS-ORB63U	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$120.00	\$3,600.00
30	GVS-GE-SVVDEXT2Y	BC-04 Single Dock Devices: Extended Warranty - Year 2&3	\$17.00	\$510.00
120	GVS-ORB46X	Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used in-car and at home for charging.55 officers x 2=110 + 10 spare=120qty	\$37.00	\$4,440.00
1	GVS-OD4DEU	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US),	\$1,299.00	\$1,299.00
1	GVS-GE-SVMKEXT2Y	BC-04 8 port Multi-Dock Device: Extended Warranty - Year 2&3	\$120.00	\$120.00
12	GVS-OUA07X	Multi-DockDevice; 1 YEAR :Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	\$16.00	\$192.00
55	GVS-ORB363	Body Worn Camera Adjustable Pocket Mount	\$70.00	\$3,850.00
30	GVS-ONX0GX	Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$18.00	\$540.00
360	GVS-OUA02X	In-Car: 1 YEAR of Getac Cloud 60g per device + SW License. Monthly Plan. 30 Devices cars	\$60.00	\$21,600.00
660	GVS-OUA02X	BWC04 Devices: 1 YEAR of Getac Cloud - Monthly Plan 2 (Cloud 30G, SW maintenance) 55 Cameras	\$35.00	\$23,100.00
1	GVS-OZX0AX	Deployment Service	\$9,200.00	\$9,200.00
1	GVS-OZX04X	Extra Day On-Site	\$1,500.00	\$1,500.00

Sub total	\$116,370.45
Freight	\$200.00
Sales Tax	\$6,751.81
Total	\$123,322.26



614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161

SRAWOSB
Veteran Owned Small Business

QUOTE

GETAC BWCo4 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

Quote Date: April 11, 2024

Quote ID: KTA LPD04092024D Revised

Expires: May 10, 2024

CUSTOMER Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	SHIP TO: Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	PREPARED BY: Kelli Worley KLWorley@Gmail.com (919) 449-6161
---	---	---

Body Worn Camera Devices and Accessories				
Description	MSRP Price	Qty	Price	Extended Price
BWC (BC-04-4K-LTE) - 128GB + UHD/FHD/HD/WVGA+ WiFi + GPS + BLE 1 year hardware warranty	\$699.00	55	\$632.13	\$34,767.15
Body Worn Camera Adjustable Pocket Mount	\$79.00	55	\$76.80	\$4,224.00
Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used for in-car and at home for charging. 55 officers x 2=110 + 10 spare=120qty	\$39.00	120	\$36.00	\$4,320.00
Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$126.00	30	\$116.33	\$3,489.30
Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$19.00	30	\$15.20	\$456.00
Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US), 25th month device refresh option program,	\$1,399.00	1	\$1,299.57	\$1,299.57



614 Van Thomas Drive
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QUOTE

GETAC BWCo4 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

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<u>CUSTOMER</u>	<u>SHIP TO</u>	<u>PREPARED BY</u>
Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	Kelli Worley KLWorley@Gmail.com (919) 449-6161

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614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161



Device Extended Hardware Warranties				
Description	MSRP Price	Qty	Price	Extended Price
BC-04-LTE 4K Devices: Extended Warranty. Year 2&3	\$174.99	55	\$154.33	\$8,488.15
BC-04 Single Dock Devices: Extended Warranty - Year 2&3	\$19.99	30	\$17.79	\$533.70
BC-04 8 port Multi-Dock Device: Extended Warranty - Year 2&3	\$129.99	1	\$114.64	\$114.64

Cloud Storage, Support & Software License				
Description	MSRP Price	Qty	Price	Extended Price
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EXTENDED TOTAL	\$106,978.60



D. R. Ebel
POLICE & FIRE EQUIPMENT
 3203 Woodville Road
 Northwood, OH 43619



QUOTE NO.

041-5898

Voice: 419-698-4004

Fax: 419-698-1144

Email: info@drebel.com

Lenoir Police Department 1035 West Ave. NW Lenoir, North Carolina 28645 Ph: 828-757-2100	DATE	SALESPERSON
	04/16/2024	DME
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Sub total	\$116,370.45
Freight	\$200.00
Sales Tax	\$6,751.81
Total	\$123,322.26

CITY OF LENOIR
COUNCIL ACTION FORM: May 7, 2024

I. Agenda Item:

Call for a public hearing for Annexation Petition A1-24

Contiguous Annexation Petition; NCPIN 2757372928

II. Background Information:

City Council authorized the clerk to investigate the sufficiency of Annexation Petition A1-24 at their April 16, 2024 meeting. The Clerk has certified the sufficiency and now the Council may call for a public hearing to be held on Tuesday, May 21, 2024. This Annexation Petition is for property located at the intersection of Providence Lane and Hopedale Drive, NCPIN #2757372928. This parcel is within Lenoir's ETJ, zoned R-15, and is contiguous with the Lenoir City Limits. See attached Exhibit A for a map of the property.

III. Staff Recommendation:

Call for a public hearing to consider the petition for annexation on May 21, 2024.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Lenoir, North Carolina:

I, Shirley Cannon, City Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the City primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Lenoir, this the 7th day of May, 2024.


Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at 905 West Avenue, Lenoir, NC at 6:00pm on May 21st, 2024.

Section 2: The area proposed for annexation is described in Exhibit A.

Section 3. Notice of the public hearing shall be published in the Lenoir News Topic, a newspaper having general circulation in the City of Lenoir, at least ten (10) days prior to the date of the public hearing.

This the 7th day of May, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

55

MAR. 21, 1984



A circular seal for the North Carolina Professional Land Surveyor. The outer ring contains the text "NORTH CAROLINA" at the top and "JAMES D. FERGUSON" at the bottom. Inside this ring, the words "PROFESSIONAL" and "LAND SURVEYOR" are arranged vertically. In the center of the seal, it reads "SEAL" and "L-1302".

BOUNDARY SURVEY

THAD A. TAYLOR ESTATE - PROPERTY OF
LOT NOS. 8 AND 9 OF UNRECORDED PLAT
OF HOPEDALE SUBD. AS SURVEYED BY WESTERN
CAROLINA SURVEYORS - MAR. 21, 1984

SCALE : 1" = 40'

PIN NO. - 2757371928

DRAWN BY : J.D.F.

DATE : NOV. 2, 2023

FB : 263

SURVEYED BY :

JAMES D. FERGUSON - P.O. BOX 433 - GRANITE FALLS, NC 28630

CALDWELL COUNTY - HUDSON TOWNSHIP

FILE NO.

CITY OF LENOIR**COUNCIL ACTION FORM: May 7, 2024****I. Agenda Item:**

Staff requests permission for support of an Active Transportation Infrastructure Investment Program (ATIIP) planning grant. The WPCOG Staff requests that the City Manager be authorized to sign the contract on behalf of the City. The WPCOG is submitting the application on behalf of Lenoir and 6 other jurisdictions (Hudson, Sawmills, Granite Falls, Rhodhiss, Hickory, Caldwell County).

II. Background Information:

Staff has worked in many capacities to improve its local trails and greenways to enable greater economic development and tourism in the area, as well as provide educational and recreation opportunities for residents and visitors of all projects. A feasibility study for a trail along the Caldwell Railroad would be a crucial step in the right direction of connecting people beyond Lenoir and greatly expanding the City's trails and greenway network for both cyclists and pedestrians. In conjunction with Wilson Creek and the developing Overmountain Victory Trail, a Caldwell Railroad trail would progress Lenoir as a regional recreation destination.

If the ATIIP planning grant application is awarded, the project will consist of a trail feasibility study from Lenoir (Valmead) to Hickory along railroad (including spur to Rhodhiss). The estimated study area length is approximately 25 miles. The proposed application amount is \$100,000 and the total local match is \$25,000. As one of seven (7) local governments matching for the project, Lenoir will contribute \$3,575. The estimated study area length is approximately 25 miles.

III. Staff Recommendation:

Staff requests the authorization from Council to apply for the ATIIP grant which would fund a feasibility study to create a trail along the Caldwell Railroad that would provide connections to other municipalities in Caldwell County and to the City of Hickory.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

CITY OF LENOIR

**RESOLUTION OF SUPPORT FOR ACTIVE TRANSPORTATION INFRASTRUCTURE
INVESTMENT PROGRAM PLANNING GRANT APPLICATION AND MATCHING FUNDS**

WHEREAS, the Federal Highway Administration has developed the Active Transportation Infrastructure Investment Program Planning & Design Grant program, distributing \$44,550,000 for planning and design grants and construction grants; and

WHEREAS Active Transportation Funds can help improve the safety, efficiency, and reliability of active transportation networks and communities, enhance the resiliency of on- and off-road active transportation infrastructure and help protect the environment, and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities; and

WHEREAS trails and greenways have a significant impact on the economic viability of the community through increased levels of tourism as well as the ability to attract and retain businesses such as restaurants, outfitters, lodging, and entertainment; and

WHEREAS trails and greenways offer quality-of-life benefits to all by providing accessible multimodal transportation to community destinations and places of work, and as sites for social and cultural activities, outdoor workshops for education, tools for economic revitalization, and resources for healthy recreation; and

WHEREAS Lenoir has existing parks with trails and walking tracks and has developed the City of Lenoir Greenway and the Zack's Fork Bike Trail; and

WHEREAS the parks, greenways, trails and natural areas in our community provide a common ground for people of all ages and abilities to socialize and gain access our natural, cultural, and historic resources; and

NOW, THEREFORE, BE IT RESOLVED that the City of Lenoir supports a Planning Grant application to study the feasibility of creating a trail along the Caldwell Railroad that would provide connections to other municipalities in Caldwell County and to the City of Hickory and agrees to provide matching funds in the amount of \$3,575.

Adopted this ____ day of _____, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Project Budget Ordinance for the Comprehensive Plan Project.
- II. Background Information:** Attached for your consideration is a Project Budget Ordinance to authorize activities for the Comprehensive Plan Project. City Council awarded the bid on March 26, 2024.
- III. Staff Recommendation:** Staff requests that City Council adopt the Project Budget Ordinance for the Comprehensive Plan Project.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Project Ordinance for the City of Lenoir

Comprehensive Plan Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted as revised:

Section 1: The project to authorize activities for Comprehensive Plan Project to include the expenditure of funds for the development of a Comprehensive Plan. The project is to be funded by local funding.

Section 2: The officers of this unit are hereby directed to proceed with the project within the terms of the budget contained herein.

Section 3: The following revised expenditure are appropriated for the project:

Description	Budget
Comprehensive Plan	\$125,000.00
Total Expenditures	\$125,000.00

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

Description	Budget
Local Funding	\$125,000.00
Total Revenue	\$125,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission made to this Board.

Section 8: Copies of this project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 7th day of May, 2024.

Mayor

Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Budget Amendments - Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

II. Background Information:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024 as follows:

- **Budget Amendment 2024-2:**
 - **Approve the utilization of additional general fund revenues for needed expenditures.**
 - **Approve the allocation of general fund expenditures for such obligations as professional services for the LFD sinkhole and needed repairs for various equipment and buildings during the fiscal year.**
 - **Approve the utilization of additional enterprise fund revenues for needed expenditures.**
 - **Approve the allocation of enterprise fund expenditures.**
 - **Approved the allocation of funding for the Comprehensive Plan Capital Project.**
 - **Approve the funding for Main Street Expenditures.**
 - **Approved the allocation of fund balance for the LTDA for project funding such as LHS and the pavilion.**

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

2023-2024 Fiscal Year Budget Amendment Tuesday, May 7, 2024

Request for amendments to be made to the annual budget ordinance for the fiscal year end 6/30/2024.

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

Account Number	Department	Increase	Decrease
3200	MV TAX	195,000.00	
3835	SALES OF FIXED ASSETS	30,000.00	
3839	INSURANCE REIM	100,000.00	
3831	INTEREST EARNED	500,000.00	
3430	ABATEMENT CHARGES	91,000.00	
3316	POWELL BILL	78,963.00	
3317	CONTROLLED SUBSTANCE	40,700.00	
	TOTAL REVENUE INCREASE	1,035,663.00	

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

Account Number	Department	Increase	Decrease
4110	LEGISLATIVE	60,000.00	
4120	ADMINISTRATION	100,000.00	
4270	ENGINEERING	145,000.00	
4310	POLICE SUPPORT	65,663.00	
4340	FIRE SUPPORT	305,000.00	
4510	STREET ADMIN	25,000.00	
4512	STREETS TRAFFIC CONTROL	170,000.00	
4710	SANITATION	90,000.00	
6122	MULBERRY	75,000.00	
	TOTAL EXPENDITURE CHANGES	1,035,663.00	
	NET EFFECT ON THE GENERAL FUND BUDGET	1,035,663.00	
	NET EFFECT ON FUND BALANCE AFTER REVENUE INCREASE	-	

ITEM 3: ALLOCATE FUNDING TO THE ENTERPRISE FUND FOR REVENUE INCREASES.

Account Number	Department	Increase	Decrease
3831	INTEREST INCOME WATER FUND	350,000.00	
	TOTAL REVENUE INCREASE	350,000.00	

ITEM 4: ALLOCATE FUNDING TO THE ENTERPRISE FUND FOR EXPENDITURES.

Account Number	Department	Increase	Decrease
7130	RHOODHISS PLANT		25,000.00
7131	WATER DISTRIBUTION		25,000.00
7132	WATER RESOURCES	75,000.00	
7133	ADMINISTRATION	250,000.00	
7140	WASTEWATER COLLECTIONS		25,000.00
7143	LOWER CREEK PLANT	100,000.00	
	TOTAL EXPENDITURE CHANGES	425,000.00	75,000.00
	NET EFFECT ON THE ENTERPRISE FUND BUDGET	350,000.00	-
	NET EFFECT ON FUND BALANCE AFTER REVENUE INCREASE	350,000.00	-

ITEM 5: ALLOCATE FUNDING TO THE COMPREHENSIVE PLAN CAPITAL PROJECT.

Account Number	Department	Increase	Decrease
4910	PLANNING		125,000.00
4975	COMPREHENSIVE PLAN CAP PROJECT	125,000.00	

	TOTAL EXPENDITURE CHANGES	475,000.00	125,000.00
ITEM 6: ALLOCATE FUNDING FROM THE GENERAL FUND TO MAIN STREET FOR EXPENDITURES.			
Account Number	Department	Increase	Decrease
4920	MAIN STREET	40,000.00	
3981	TRANSFER FROM GENERAL FUND	40,000.00	
	TOTAL REVENUE AND EXPENDITURE CHANGE	40,000.00	-
ITEM 7: ALLOCATE FUNDING TO THE LTDA FOR EXPENDITURES.			
Account Number	Department	Increase	Decrease
4990	LTDA	110,000.00	
3991	FUND BALANCE		110,000.00
	TOTAL EXPENDITURE CHANGES	110,000.00	110,000.00



CITY MANAGER
SCOTT E. HILDEBRAN

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C. D. THOMAS

PROCLAMATION

IN CELEBRATION OF THE NATIONAL LEAGUE OF CITIES 100TH ANNIVERSARY

Whereas, the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly;

Whereas, the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country;

Whereas today, the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations;

Whereas, as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation;

Whereas, the City of Lenoir is a proud member of the National League of Cities, and has benefited from the organization's research, technical expertise, federal advocacy and opportunities to learn from other local governments;

Whereas, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world;

Whereas, from the nation's smallest villages to its largest cities, America's local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history;

Whereas, the City of Lenoir was first incorporated in 1851 and is proudly served today by the Lenoir City Council and a municipal workforce of 257 full-time dedicated public servants;

Now, therefore, be it resolved that the City of Lenoir City Council hereby proclaims May 2024 as **National Cities, Towns, and Villages Month** in celebration of America's local governments and the National League of Cities' historic Centennial Anniversary.

SEAL



Joseph L. Gibbons, Mayor





PROCLAMATION



In Recognition of
Peace Officers' Memorial Week
May 12 – 18, 2024

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Lenoir Police Department unceasingly provide a vital public service;

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 and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 12 – May 18, 2024, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

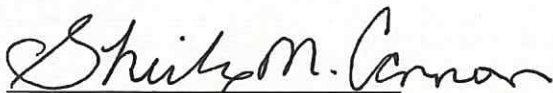
FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 7th day of May, 2024.

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
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

**PROCLAMATION IN HONOR OF
NATIONAL PUBLIC WORKS WEEK
“Advancing Quality of Life For All”**

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 2024 marks the 64th 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 19 through May 25, 2024, 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 7th day of May, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lenoir Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
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 5 – 11, 2024 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 7th day of May, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the AGREEMENT TO PURCHASE WATER with the COUNTY OF CALDWELL.

Background Information: The City of Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operation, and maintaining said system and selling potable water to the public within its service area. Caldwell County also owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area. The City of Lenoir and Caldwell County mutually desire to enter into an agreement to sell and purchase water and the City has determined it has the capability to sell water to Caldwell County throughout the 10 year term of this agreement without impairing services to the users connected to our water system.

- II. Staff Recommendation:** Staff recommends City Council approve the AGREEMENT TO PURCHASE WATER with the COUNTY OF CALDWELL, as presented.

- III. Reviewed by:**

City Attorney: Yes

Finance Director: Yes

Public Works/Public Utilities Director: Jeff Church

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

AGREEMENT TO PURCHASE WATER

THIS CONTRACT is made and entered into this 1st day of July, 2024 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as “Lenoir” and the County of Caldwell, hereinafter referred to as “Caldwell County”.

WITNESSETH

WHEREAS, Lenoir and Caldwell County, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and the Caldwell County Commission; and

WHEREAS, Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Caldwell County owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Lenoir and Caldwell County mutually desire to enter into an agreement to sell and purchase water in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to sell water to Caldwell County throughout the term of this agreement without impairing services to the users connected to its water system; and

WHEREAS, Lenoir and Caldwell County each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement shall commence on the 1st day of July, 2024, and unless earlier terminated in accordance with the terms herein, shall expire on the 30th day of June, 2034 (Hereinafter referred to as the “Water Service Period”).
2. Lenoir agrees to provide and sell to Caldwell County up to 1,500,000 GALLONS (ONE MILLION FIVE HUNDRED THOUSAND) of potable

water maximum daily flow, measured through metered connections which are located, prescribed and maintained by Lenoir, at or above minimum State of North Carolina and Federal Standards for Public Water. Such maximum daily flow shall be based on a thirty (30) day average daily flow.

Both Lenoir and Caldwell County shall annually conduct a mutual review and joint analysis for planning purposes of past and projected future water usages and needs. The Parties shall share appropriate information and data with each other to facilitate such review and planning.

3. Caldwell County agrees to use best efforts not to exceed the above maximum daily flow provided for in Section 2 of this agreement, unless Lenoir expressly agrees that said maximum daily purchase(s) may exceed 1,500,000 gallons for a specified period of time.
4. The water purchased by Caldwell County from Lenoir shall be transmitted on a continuous basis unless there is an unforeseen break, outage or interruption of Lenoir's water supply or water distribution system. In which case, Lenoir shall notify Caldwell County of the circumstances and provide timely updates so as to keep Caldwell County informed of the status of repairs or remedy(ies) for any such interruption.
5. Caldwell County agrees to timely pay Lenoir for water purchased on a monthly basis, in accordance with invoices, which shall be based upon meter readings conducted by Lenoir at all metered connections between the Lenoir and Caldwell County water systems. Lenoir agrees to read said water meters monthly and deliver to Caldwell County a written report summarizing said meter readings within fifteen (15) working days of each monthly meter reading. Lenoir will submit to Caldwell County a written invoice based on such meter readings by the 20th day of the following month. Caldwell County agrees to pay Lenoir the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.
6. The initial Base Water Rate charged to Caldwell County for water purchases shall be \$2.56 per one thousand gallons of water provided by Lenoir to Caldwell County. In the event the average daily flow during any monthly billing period exceeds the maximum daily flow of 1,500,000 gallons, the following surcharges (The "Surcharge Rate") will apply to the overage:

(1,500,001) to (1,550,000) gallons - \$2.82/1000 gallons
 (1,550,001) to (1,600,000) gallons - \$3.10/1000 gallons
 (1,600,001) gallons or more \$3.42/1000 gallons

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the Base Water Rate and /or the Surcharge Rate as it deems necessary. Lenoir shall not increase said rates to Caldwell County more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Caldwell County in writing of planned

increases with an explanation of the factors used to determine set increase in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. Provided, however, that the percentage of any increase in the rate charged to Caldwell County shall not exceed the percentage of increase in the rate charged to any other City of Lenoir water customer.

7. Lenoir agrees to maintain /repair /replace existing Lenoir water meters at the connection point(s) between the Lenoir and the Caldwell County water system as may be necessary to accurately measure the flow of water through the meter(s) to Caldwell County under this agreement.

Lenoir shall calibrate such metering equipment at least every five (5) years, or whenever requested in writing by Caldwell County, but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of the meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered to the corresponding period immediately prior to the failure. A designated official of Caldwell County shall at all reasonable times have access to the meters for the purpose of verifying their readings.

8. Caldwell County shall provide a minimum of 180 days advance written notice to Lenoir prior to the expiration of this initial 10-year term, stating either 1) the desire to renew said agreement, or 2) the intent to terminate said agreement. Caldwell County may elect to extend the agreement for an additional 5-year period under the same terms and conditions.
9. In the event that Caldwell County elects not to extend this agreement, Lenoir shall continue to provide and sell water to Caldwell County, under the same terms of the agreement, until Caldwell County has had sufficient opportunity to secure an alternate source(s) of potable water; however, Lenoir shall not be bound to continue to provide and sell water to Caldwell County beyond a period of twenty-four (24) months past the date of its written notification to Caldwell County of its intention not to extend this agreement.
10. Caldwell County agrees that Caldwell County and its water customers shall, during the period of this agreement, abide by and adhere to all water use policies, restrictions, and ordinances adopted now or subsequently adopted by Lenoir, of which they are subsequently notified, which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances.

11. Lenoir shall promptly notify Caldwell County upon becoming aware of any activity, problem or circumstance within the Lenoir system that might present a danger to the health, safety and welfare of Caldwell County water users. Further, Lenoir shall take appropriate action to remedy such activity, problem or circumstance within the Lenoir system and to avoid or minimize disruptions in service.
12. In the event of damage or destruction of Lenoir's key water facilities or any emergency which, in the reasonable judgment of Lenoir, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may suspend operation of its water system, after thirty (30) days written notice to Caldwell County of such actions unless in the event of an emergency. Lenoir's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Lenoir and Caldwell County water systems.
13. Upon notification by Caldwell County to Lenoir, Caldwell County may resell, give away, transfer or otherwise dispose of water purchased from Lenoir to third-party water systems. This notification should include information on the expected water usage and duration of transaction.
14. Caldwell County agrees to permit Lenoir to pass water through Caldwell County's water distribution system to destinations and/or to other third-party water systems beyond the Caldwell County system, provided that Lenoir:
 - a) Submits a written notice to Caldwell County outlining the agreed-upon purposes, quantities and conditions of said pass through of water.
 - b) That said request does not significantly diminish Caldwell County's capacity to provide services to its water customers.
 - c) Lenoir subsequently pays to Caldwell County a Pass Through charge of \$0.03 cents per 1000 gallons of pass through water. Caldwell County may request a modification of such charge with ninety (90) days advance written notice during the period of this agreement, at which time a new price will be negotiated between Lenoir and Caldwell County.
 - d) Lenoir agrees to install metering equipment to measure and determine the quantities of such Pass Through water passing through Caldwell County's water system and report monthly to Caldwell County such amounts and meter readings.
15. Lenoir and Caldwell County both represent that no litigation is pending or threatened against either party which would impair their ability to perform their

respective duties and obligations under the terms, covenants and provisions of this agreement.

16. Resolution of Disputes

The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lenoir and Caldwell County that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder.

17. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Caldwell County in accordance with the terms and conditions set forth below.

- A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Caldwell County, Lenoir shall have the right to terminate this agreement:
 - a) The failure of Caldwell County to perform or observe and initiate a cure after thirty (30) days advance written notice any of its material covenants, agreements, obligations and/or duties created by this agreement.
 - b) The failure of Caldwell County to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Lenoir that any such payment is overdue, except in the event of a good faith dispute over the amount of any invoice provided; however, that the County shall timely pay the undisputed portion if any of such disputed invoice.
- B. Termination for cause by Caldwell County. Upon the happening of any of the following events of default by Lenoir, Caldwell County shall have the right to terminate this agreement:
 - a) The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
 - b) The failure of Lenoir to provide Caldwell County with the amounts of water in accordance with the terms of this agreement or to provide adequate water quality for Caldwell County within standards established by the North Carolina Department of Environmental Quality or any other governmental agency with designated jurisdiction over said water quality parameters as provided in this agreement.

- 18. Upon the happening of any event which may constitute good cause for termination of this agreement as stated above, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in

detail the alleged failure and/or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution.

19. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
Scott E. Hildebran, City Manager
PO Box 958
Lenoir, North Carolina 28645

To Caldwell County:

County of Caldwell
Donald Duncan, County Manager
905 West Avenue NW
Lenoir, North Carolina 28645

20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.
21. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
22. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
23. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
24. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

25. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
26. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.
27. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
28. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: _____
Joseph L. Gibbons, Mayor

(SEAL)
Attest:

By: _____
Shirley M. Cannon, City Clerk

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____
 Randy Church, Board Chair

(SEAL)
 Attest:

By: _____
 Abby Rich, Clerk to the Board

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

By: _____

Donna Bean, Finance Officer

City of Lenoir

By: _____

Anthony Helton, Finance Director

County of Caldwell



City of Lenoir Police



Council Action Form

I. Agenda Item:

This agenda item calls for council to approve the Agreement for the consolidation of 911 services and the creation of a joint agency pursuant to North Carolina General Statute 160A-462. This agreement provides emergency public safety communication services within Caldwell County and the City of Lenoir. The NC 911 State Board is advocating and encouraging Communication Centers to centralize services within each county. The consolidation will reduce response times due to the elimination of 911 call transfers. Additionally, state funding provides financial support for centralized centers as funding for "Stand Alone Centers", such as the Lenoir Police Department, is no longer available.

II. Background Information:

The operational date is planned to coincide with the 2025-2026 Fiscal Year beginning July 1, 2025. However, in the event initial operations for the Caldwell Joint Emergency Communications Center (JECC) are delayed beyond such date, the agreement date shall be the date the JECC is operational. Lenoir shall appropriate funds to the annual costs of staff, maintenance, operation, and repair of the Caldwell Joint Emergency Communications Center, in a reverse grant beginning on the date of inception. Lenoir will contribute over five fiscal years, beginning at \$771,000 in the first year, \$620,000 the second year, \$465,000 the third year, \$310,000 the fourth year, and \$155,000 the fifth year. Hereafter our financial obligation shall end.

III. Staff Recommendation:

Staff recommends City Council approval for the 911 consolidation agreement between Caldwell County and the City of Lenoir. The agreement is attached to this council action form and submitted for council's review and record. Lenoir Police Department personnel along with Caldwell County personnel are available for questions if necessary. Thank you.

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Chief:  _____	Date: 05/03/2024

**AGREEMENT FOR THE CONSOLIDATION OF 911 SERVICE AND THE CREATION
OF A JOINT AGENCY PURSUANT TO NORTH CAROLINA GENERAL STATUTE
160A-462 TO PROVIDE EMERGENCY PUBLIC SAFETY COMMUNICATION
SERVICES WITHIN CALDWELL COUNTY, AND THE CITY OF LENOIR**

THIS AGREEMENT made and entered into the ____ day of _____, _____, by and among, **CALDWELL COUNTY**, a body politic and corporation of the State of North Carolina, hereinafter referred to as “**CALDWELL**,” and the **CITY OF LENOIR**, hereinafter referred to as “**LENOIR**,” being a municipal corporation of the State of North Carolina, and

WITNESSETH:

WHEREAS, CALDWELL, and LENOIR currently provide public safety communications services for their respective citizens which, although interrelated, function under separate organizational structures; and,

WHEREAS, CALDWELL, and LENOIR recognize the benefits of working together to closely share and coordinate the provision of public safety communications, telephone, and data services; and,

WHEREAS, each party to this Agreement acknowledges their understanding of the duties and responsibilities that result or may result from being a party to this **AGREEMENT**; and,

WHEREAS, the Caldwell County Board of Commissioners and City Council of Lenoir desire to establish a joint service to operate a combined public safety communications system and center for the answering and dispatching of public safety calls to replace the current structure of two communications centers operating independently as call answering locations to serve **CALDWELL and LENOIR**.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, **CALDWELL, and LENOIR** hereby agree as follows:

- A. Purpose.** The purpose of this Agreement is to establish a joint agency pursuant to North Carolina General Statute 160A-464 among **CALDWELL, and LENOIR** to provide and maintain a consolidated public safety communications system located on property owned by Caldwell County adjacent to the Caldwell County Sheriff’s Office, Health and Human Services Building, and Animal Care Facility.

This facility shall serve all of **CALDWELL, and LENOIR**. This system will promote the delivery of public safety services to the residents and taxpayers **CALDWELL, and LENOIR** in furtherance of the public health, safety, and general welfare of all Caldwell County residents.

- B. Duration of Agreement.** This Agreement shall become effective upon execution by all

parties hereto, and shall last for a period of (5) five years, and shall automatically renew from year to year until one of the parties gives notice of withdrawal as specified in Section M.

C. Name of Joint Agency. The name of the joint agency established by this memorandum of understanding shall be **Caldwell Joint Emergency Communications Center or JECC.**

D. Organizational Objectives. The organizational objectives of the consolidated public safety communications system established under this Agreement are as follows:

1. To effectively receive calls for routine and emergency assistance, based on established structured call intake protocols, and to coordinate response resources to those calls for service based on the needs of the caller and the directions of field response agencies,
2. To provide participating agencies with a single contact point for the receipt of emergency assistance requests and to provide for the control of coordinated dispatch and radio communications services for Law Enforcement, Fire, EMS, Forestry, Emergency Management, Animal Care Enforcement, Homeland Security, Public Works and Utilities,
3. To maintain an operational emergency center within a new facility (should grant funds or other adequate funding be provided),
4. To provide the public and field response agencies with trained, certified and/or credentialed 911 communications personnel,
5. To provide funding for the provision of public service communication services by establishing a funding mechanism and defining the budget process for the system,
6. To provide for recommendations related to the oversight and management of the system and a consolidated communication center by creating a Communications Advisory Board representing the participating entities and agencies,
7. To facilitate coordination and responsiveness to the field response agencies by creating such other user advisory committees as needed and,
8. To provide a mechanism for the addition or withdrawal of parties to this interlocal agreement and,
9. To establish a credentialed program and provide adequate training for future generations of emergency dispatchers and responders.

E. Communications Advisory Board (CAB). The CAB shall consist of the following representatives:

- Caldwell County Sheriff or designee
- Lenoir Chief of Police or designee
- Caldwell County Fire Association designee
- Caldwell County Emergency Services designee
- North Carolina Emergency Management designee
- NC VIPER representative designee

The CAB shall name a Chairman from among its members, and they shall commission, develop, and present by-laws to the Caldwell County Board of Commissioners, and the

City of Lenoir for their review and approval. The CAB shall review and recommend standard operating procedures to Caldwell County staff.

- F. **Equipment.** Public Safety communication equipment that will be installed in the new Caldwell Joint Emergency Communications Center and maintained by **CALDWELL**. **CALDWELL** will be responsible for maintaining the consoles and equipment in the Communications Center. **CALDWELL** shall retain ownership and future maintenance of emergency communication towers.
- G. **Personnel.** All employees located at the Caldwell Joint Emergency Communications Center shall be employees of **CALDWELL** subject to its administrative, personnel and legal requirements and managed and supervised by the E911 Communications Director. Current employees of **LENOIR** engaged in in public safety communication positions because of their experience and training are encouraged to apply for open positions with Caldwell Joint Emergency Communications Center and if accepted for employment will be hired as new **CALDWELL** employees in accordance with **CALDWELL** personnel policies and employee transitional agreement in place at the time of their hire with Caldwell Joint Communications Center.
- H. **Funding** Caldwell Joint Emergency Communications Center is intended to be financed by funds from Caldwell County, the City of Lenoir, grant funding from NCDIT 911 Board, and direct appropriations from the North Carolina General Assembly. Starting with the Operational Date, all 911 fees, grants, and operational funds, as established by the funding formula from the participants will be budgeted in accordance with prevailing state 911 rules and Caldwell County budget policy. The **Operational Date** is planned to coincide with the 2025-2026 Fiscal Year beginning July 1, 2025, however, in the event the initiation operations for the JECC are delayed beyond such date, the **Operational Date** shall be the date that the JECC is open for operations.

LENOIR shall appropriate funds to the annual costs of maintenance, operation, repair and capital costs of Caldwell Joint Emergency Communications Center, in a reverse grant beginning the first Operational Date. **LENOIR** will contribute over five fiscal years, beginning at \$771,000 in the first year. \$620,000, the second year, \$465,000, the third year, \$310,000 the fourth year, and \$155,000 after the fifth year. Hereafter their financial obligation shall end.
- I. **Budget Process and Finances.** The Communications Director shall develop the annual operating budget for Caldwell Joint Emergency Communications Center on a fiscal year basis beginning on the first day of July and ending on the thirtieth day of June, in the accordance with policies established by the Caldwell County Finance Office. The Director shall submit the proposed budget to the **CAB** on or before March 15th of each year for their review and response: approval or disapproval.
- J. **Amendments.** This Agreement may be amended in writing by approval of **CALDWELL, AND LENOIR**.

K. Existing Equipment. Public Safety communications equipment, software, and supplies used by **LENOIR**, are no longer to be used by **LENOIR** after the date Caldwell Joint Emergency Communications Center becomes operational, shall be transferred by LENOIR to Caldwell Joint Emergency Communications Center.

L. Withdrawal of a Party. A participating governmental entity may withdraw from this agreement at the end of a fiscal year by giving a 12-month written notice of withdrawal by the party's Manager prior to July 1st of the fiscal year on with withdrawal is to be effective. Such written notice is to be delivered to the Caldwell County Manager and the Caldwell Emergency Communications Director. The withdrawal will become effective no sooner than 12 months after said notice is delivered. **The withdrawing party agrees to pay all cost associated with any Repayment of 911 Communications Consolidation Grant Funds that may be due to the State upon dissolution of this consolidation and continue to make all payments required by this Agreement until the effective date of such withdrawal. All Equipment and real property shall be retained by Caldwell County.**

M. Effective Date. This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: _____
Joseph L. Gibbons, Mayor

(SEAL)
Attest:

By: _____
Shirley M. Cannon, City Clerk

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

By: _____
Donna Bean, Finance Officer
City of Lenoir, NC

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____
Randy Church, Board Chair

(SEAL)
Attest:

By: _____
Abby Rich, Clerk to the Board

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

By: _____
Anthony Helton, Chief Finance Officer
County of Caldwell, NC

CITY OF LENOIR COUNCIL**ACTION FORM**

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 501-A Stage ST.
- II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.
- IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Interim Planning Director: _____ *Hannah Williams*

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **ANDERSON JAMES HARLEY**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on March 3, 2023 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address: **501-A Stage St**
Lenoir, North Carolina
Parcel-ID 06 18 1 51
NCPIN 2749485147

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 7th day of May, 2024.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**Timothy J. Rohr
CITY ATTORNEY**

Owner: James Harley Anderson
 Property: 501-A Stage St
 NC Pin: 2749485147
 Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **December 29, 2022.** On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.
Certified Mail No. 7021 1970 0001 6846 1193
- **July 12, 2023.** On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.
Certified Mail No. 7021 1970 0001 6843 7600
- **December 8, 2023.** Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 501-A Stage St. The City Council will consider this ordinance for adoption at the January 16, 2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after 1/16/2024. All fees accumulated from the demolition will be placed as a lien on the property.
Certified Mail No. 7021 1970 0001 6843 7709
- **March, 25 2024.** Upon missing the deadline for the January 16, 2024 City Council Meeting a second Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 501-A Stage St. The City Council will consider this ordinance for adoption at the May 7, 2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after 5/7/2024. All fees accumulated from the demolition will be placed as a lien on the property.
- **Certified Mail No. 9589 0710 5270 0031 5686 82**
- **April 2024.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Thursday April 25, 2024 and Thursday May 2, 2024.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 501-A Stage St. Demolition will take place after May 7, 2024 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(501-A Stage St)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 501-A Stage St NCPIN: 2749485147. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

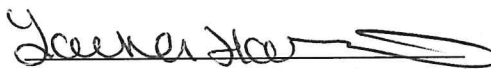
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

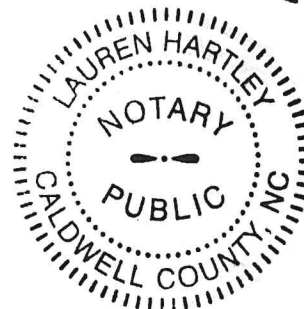
4/11/2024
Date


Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R. Teague personally appeared before me on the 11th day of April, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.


Notary Public ap 8/16/2024





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

Owner		ANDERSON JAMES HARLEY	Deferred Val		\$0	Caldwell County	
		501A STAGE ST LENOIR, NC 28645	Assessed Val		\$14,700		
			Calc Acreage		0.118327	00.0030.0060.012 mi 00.0050.010.02 km	
			Land Units		70 (FF)		
Acct Number		67681	Legal Desc		1021/0232 1990 0.00	April 10, 2024	
Parcel ID		06 18 1 51	Plat Ref		00000/00000		
NCPIN		2749485147	Property Addr		501-A STAGE ST		

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

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

December 29, 2022

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6846 1193

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **James Anderson** the owner(s) of property located at **501-A Stage St NW** (NC PIN: 2749485147) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The existing structure was damaged. The structure is unsecure, allowing for unauthorized access. In its current condition, the dwelling is unfit for human habitation, and is creating conditions detrimental to public health and safety.

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. – Please contact the Code Compliance Officer – Robert Teague Call (828-757-2212) or email @ rteague@ci.lenoir.nc.us at your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

The following code violations have been determined: If further inspection is required, additional violations may be added.

Housing Sec. 10-29(b) Abandoned



The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(b)

Housing Sec. 10-56 Unfit for Human Habitation

Every dwelling and unit used as human habitation, or held out for the use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Stage of the investigation

Initial Investigation ●

Failure to comply will result in actions including, but not limited to, civil penalties, posting of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will be added as a lien on the property. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



Minimum Housing Violation and Order to Abate

07/12/2023

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 7600

To: **ANDERSON JAMES HARLEY**, owner(s) of property located at **501-A STAGE ST** (NCPIN:2749485147) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property must be removed..

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at rteague@ci.lenoir.nc.us.

Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

Section 1-15 Civil and Criminal Penalties

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



Final Notice of Abatement

12/08/2023

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 7709

Re: Minimum Housing Determination
501-A STAGE ST, LENOIR, NC 28645
Parcel: 2749485147

ANDERSON JAMES HARLEY

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 501-A STAGE ST within 30 days of 7/12/2023.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 01/16/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 501-A Stage St on Tuesday May 7, 2024 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of ANDERSON JAMES HARLEY, and any other persons having or claiming an interest in the property 501-A Stage St, Lenoir NC 28645 NC Pin 2749485147 be present for the City Council meeting at the date listed above.

I. This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

II. It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

III. The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

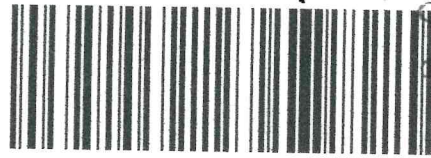
IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Robert Teague
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212
Apr. 25, May 2, 2024

CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL



7021 1970 0001 6843 7709

GREENSBORO NC 270

12 DEC 2023 PM 4



US POSTAGE PAID PITNEY BOWES



ZIP 28601 **\$ 008.53⁰**
02 1W
0001391513 DEC 12 2023

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

NIXIE 274 DE 1 0012/28/23

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC

BC: 28645513681 *9488-87151-13-23

28645513681

CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

FIRST-CLASS MAIL
PRESORTED
U.S. Postage Paid
Hickory NC
EXBS

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

NIXIE 274 DE 1081 0012/28/23

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC

BC: 28645513681 *2188-88178-28-23

191874 42 JRCOMP 2864

CITY OF LENOIR
P. O. BOX 958
LENOIR, N.C. 28645-0958

Rec
1-13-23

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

PRESORTED
FIRST CLASS



US POSTAGETM PITNEY BOWES



ZIP 28601 \$ 000.52⁶
02 4W
0000373342 DEC 30 2022

NIXIE 274 DE 1021 0001/10/23

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NOT DELIVERABLE AS ADDRESSED
CHANGE TO FORWARD

054936 36 LACONNA 28645



US POSTAGETM PITNEY BOWES



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ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

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1-12

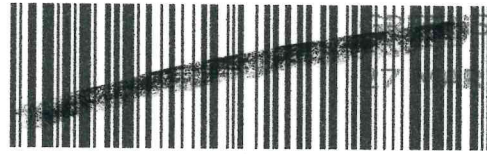
NAME SG
1ST NOTICE 1-5-23 Vac
2ND NOTICE
RETURN

CITY OF

LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL



LENOIR NC 270
17 MAR 2024PM 2 L



US POSTAGE PAID PITNEY BOWES
ZIP 28601 \$ 008.69⁰
02 4W
0000390579 MAR 27 2024

VACANT

9589 0710 5270 0031 5686 82

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

NIXIE 274 DE 1 0000/01/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
EC: 28645513601 *0188-02546-31-24

VAC
28645513601

CITY OF

LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

VACANT

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

FIRST-CLASS MAIL
PRESORTED
U.S. Postage Paid
Hickory NC
EXBS

NIXIE 274 DE 1001 0000/01/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
EC: 28645513601 *2188-02546-31-24

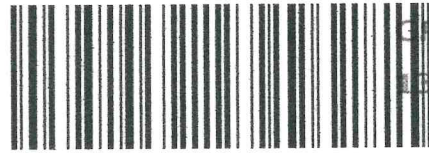
VAC
286455136
230597 44 BRCONP1 2864

CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

VAL

CERTIFIED MAIL



7021 1970 0001 6843 7600

GREENSBORO NC 270
13 JUL 2023 PM 5 L



US POSTAGE IMPITNEY BOWES



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02 4W
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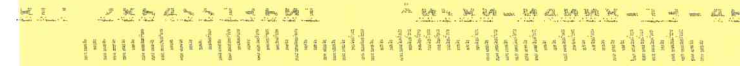
ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

NIXIE 274 DE 1 0007/20/23

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAL

28645-11-25



CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

FIRST-CLASS MAIL
PRESORTED
U.S. Postage Paid
Hickory NC
EXBS

ANDERSON JAMES HARLEY
501A STAGE ST
LENOIR, NC 28645

NIXIE 274 DE 1 0007/20/23

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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28645-11-25

137874 38 FROM 445 X 28645







Arvid Adams
The Mutual Project 1946-1947











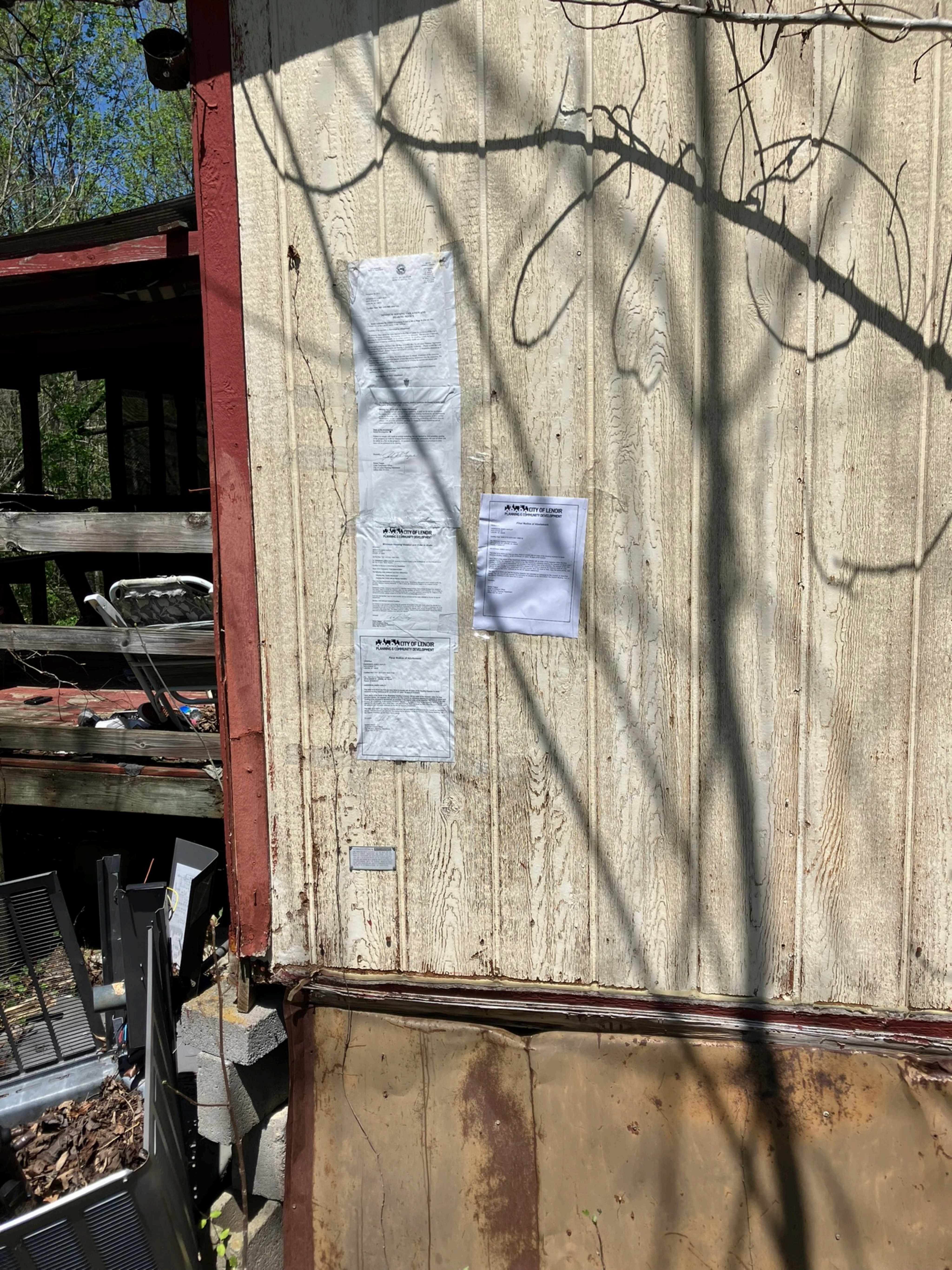












CITY OF LENOIR COUNCIL**ACTION FORM**

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 510 Stage ST.
- II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.
- IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Interim Planning Director: _____ *Hannah Williams*

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **SCOTT RUBY C/O KIM KINCAID**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on December 7, 2023 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

On the building located at the following address: **510 Stage St NW**
Lenoir, North Carolina
Parcel-ID 06 18 1 50
NCPIN 2749486124

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 7th day of May, 2024.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**Timothy J. Rohr
CITY ATTORNEY**

Owner: SCOTT RUBY C/O KIM KINCAID
 Property: 510 Stage St NW
 NC Pin: 2749486124
 Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **December 29, 2022.** On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. Spoke with Kim Kincaid and was informed that the estate was being managed by Vanderbloemen, Fleicher, and White PLLC. Contacted the law firm multiple times and left messages with no return calls.
Certified Mail No. 7021 1970 0001 6846 1186
- **December 7, 2023.** On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and the certified letter was refused and the first-class letter was not returned. Multiple attempts to speak with someone at Vanderbloemen, Fleicher, and White PLLC again were made with no response.
Certified Mail No. 9589 0710 5270 0700 7178 23
- **March 25, 2024.** Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 510 Stage St NW. Two copies of the letter were mailed one by certified mail and one first-class. The City Council will consider this ordinance for adoption at the May 7, 2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after 5/7/2024. All fees accumulated from the demolition will be placed as a lien on the property. The owner failed to contact the housing inspector and the certified letter was refused and the first-class letter was not returned. Multiple attempts to speak with someone at Vanderbloemen, Fleicher, and White PLLC again were made with no response.
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- **April 2024.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Thursday April 25, 2024 and Thursday May 2, 2024.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 510 Stage St NW. Demolition will take place after May 7, 2024 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(510 Stage St NW)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 510 Stage St NW. NCPIN: 2749486124. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

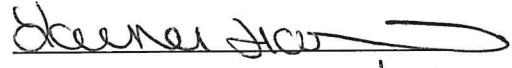
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

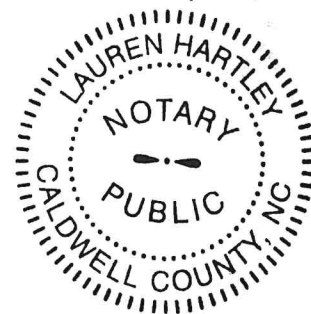
4/11/2024
Date


Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Jenna A. Teague personally appeared before me on the 11th day of April, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.


Notary Public EXP - 8/16/2026





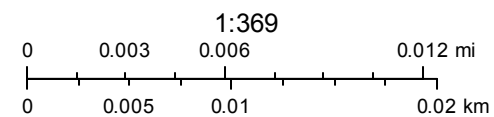
This map is NOT of land survey quality and is NOT suitable for such use.

Owner SCOTT RUBY
C/O KIM KINCAID
BLOWING ROCK, NC 28605

Acct Number 14155
Parcel ID 06 18 1 50
NCPIN 2749486124

Deferred Val \$0
Assessed Val \$8,300
Calc Acreage 0.162532
Land Units 70 (FF)
Legal Desc 0386/0238 1960 0.00
Plat Ref /
Property Addr 510 STAGE ST

Caldwell County



April 10, 2024

Notice of Order to Demolish
The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 510 Stage St NW on Tuesday May 7, 2024 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of SCOTT RUBY C/O KIM KINCAID, and any other persons having or claiming an interest in the property 510 Stage St NW, Lenoir NC 28645 NC Pin 2749486124 be present for the City Council meeting at the date listed above.

I. This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

II. It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

III. The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Robert Teague
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212

Apr. 25, May 2, 2024

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

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

December 29, 2022

SCOTT RUBY
C/O KIM KINCAID
PO BOX 2008
BLOWING ROCK, NC 28605

Certified Mail: 7021 1970 0001 6846 1186

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Ruby Scottans C/O Kim Kincaid** the owner(s) of property located at **510 Stage St NW** (NC PIN:2749486124) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The existing structure was damaged. The structure is unsecure, allowing for unauthorized access. In its current condition, the dwelling is unfit for human habitation, and is creating conditions detrimental to public health and safety.

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. – Please contact the Code Compliance Officer – Robert Teague Call (828-757-2212) or email @ rteague@ci.lenoir.nc.us at your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

The following code violations have been determined: If further inspection is required, additional violations may be added.

Housing Sec. 10-29(b) Abandoned



The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(b)

Housing Sec. 10-56 Unfit for Human Habitation

Every dwelling and unit used as human habitation, or held out for the use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing sec. 10-59 Structural Condition

Evidence of structural issues.

Stage of the investigation

Initial Investigation ●

Failure to comply will result in actions including, but not limited to, civil penalties, posting of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will be added as a lien on the property. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



Minimum Housing Violation and Order to Abate

12/07/2023

SCOTT RUBY
C/O KIM KINCAID PO BOX 2008
BLOWING ROCK, NC 28605

Certified Mail: 9589 0710 5270 0700 7178 23

To: **SCOTT RUBY**, owner(s) of property located at **510 STAGE ST** (NCPIN:2749486124) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-59 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property must be removed. .

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at rteague@ci.lenoir.nc.us.

Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

Section 1-15 Civil and Criminal Penalties

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



Final Notice of Abatement

03/25/2024

SCOTT RUBY
C/O KIM KINCAID PO BOX 2008
BLOWING ROCK, NC 28605

Certified Mail: 9589 0710 5270 0031 5686 99

Re: Minimum Housing Determination
510 STAGE ST, LENOIR, NC 28645
Parcel: 2749486124

SCOTT RUBY

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 510 STAGE ST within 30 days of 12/07/2023.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 05/07/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL®



9589 0710 5270 0700 7178 23

GREENSBORO NC 270
LENSBORO NC 270

AR 2024PM 3 L
MAR 2024PM 1 L

US POSTAGE PAID PITNEY BOWES



ZIP 28601 \$ 008.69⁰
02 4W
0000390579 MAR 13 2024

SCOTT RUBY

-R-T-S- 28605-RFS-1N *95 03/20/24

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
RETURN TO SENDER



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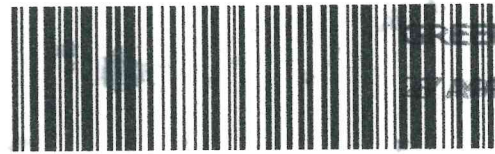
NAME _____
1ST NOTICE 3/15
2ND NOTICE 3/20
RETURN 3/30



CITY OF
LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL®



9589 0710 5270 0031 5686 99

GREENSBORO NC 270

MAR 2024PM 2 L

US POSTAGE PAID PITNEY BOWES



ZIP 28601 \$ 008.69⁰
02 4W
0000390579 MAR 27 2024

SCOTT RUBY
C/O KIM KINCAID PO BOX 2008
BLOWING ROCK, NC 28605

Refused

-R-T-S- 28605-RFS-1N *95 04/08/24

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
RETURN TO SENDER



*
R
F
S
*

NAME _____
1ST NOTICE 3/29

28605-2008













CITY MANAGER
SCOTT E. HILGARD

CITY OF LENOIR
NORTH CAROLINA

Mayor
Joseph L. Osborne

CITY COUNCIL
J. L. BEAL
K. GREEN
T. L. PERDUE
J. L. PERDUE
R. STEVENSON
S. F. STEVENSON
C. D. THOMAS

November 29, 2022

SCOTT RUBY
C/O KIM KINCAID
PO BOX 2088
BLOWING ROCK, NC 28605

Certified Mail 7021 1979 0001 0345 1136

**MINIMUM HOUSING VIOLATION AND
HEARING NOTICE**

To: Ruby Kenneth C/O Kim Kincaid the owner(s) of property located at 510 Stage St NW
(NC PIN 276488124) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Disregarded**

The property listed above has been reported to the City of Lenoir for violations of the City's
Minimum Housing Ordinance. The existing structure was damaged. The structure is unsafe,
allowing for unauthorized access. In its current condition, the dwelling is unfit for human
habitation, and is creating conditions detrimental to public health and safety.

As the legal owner(s), you have 10 (ten) days to contact the City of Lenoir Planning Department
to arrange for a site inspection and hearing to discuss the violations. - Please contact the Code
Compliance Officer - Robert Tague Call (828-757-2212) or email @ rtague@cityoflenoir.com at
your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations
must be performed in a specified amount of time that will be determined after the inspection. The
inspector may order that dwelling units found to be in violation be vacated and closed until
repairs are completed.

The following code violations have been determined: If further inspection is required,
additional violations may be added.

Housing Sec. 18-2(b) Abandoned

POST OFFICE, BOX 884 • LENOIR, NORTH CAROLINA 28645-0084 • (828) 757-2205
www.cityoflenoir.com

The dwelling is abandoned and unsafe, creating conditions detrimental to public health
and safety as described in Sec. 18-2(b)

Housing Sec. 18-56 Unfit for Human Habitation
Every dwelling and unit used as human habitation, or held out for the use as a human
habitation, must comply with all of the minimum housing standards and all requirements
of the NC Building Code. No person shall occupy as owner-occupant, or let to another
for occupancy or use as a human habitation, any dwelling or dwelling unit which does not
comply with all of the minimum standards for fitness for human habitation and all
requirements of the NC Building Code.

Housing Sec. 18-59 Structural Condition
Existence of structural issues

State of the Jurisdiction
Initial investigation

Failure to comply will result in actions including, but not limited to, civil penalties, posting
of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will
be added as a lien on the property. All questions about the violations or procedures to abate
them will be addressed at the hearing.

Sincerely,

Robert Tague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

**CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT**

Minimum Housing Violation and Order to Abate

12/07/2022

SCOTT RUBY
C/O KIM KINCAID PO BOX 2088
BLOWING ROCK, NC 28605

Certified Mail 9889 0710 0270 0708 7179 23

To: SCOTT RUBY, owner(s) of property located at 510 STAGE ST (NC PIN 276488124) in the City of Lenoir,
North Carolina.

Condition of structure is determined as: **Disregarded**

Stage of the investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 18-2(b) Abandoned

Housing Sec. 18-56 Unfit for Human Habitation

Housing Sec. 18-59 Structural Condition

This is the final determination for the property listed above. The property was found to be in violation of the City
of Lenoir Minimum Housing Ordinance. In order to abate the violations the owner on the property must be
notified.

Abatement of these violations must occur in a specified amount of time, not to exceed 30 days from receipt of
this notice. Failure to abate the violations within the time specified will result in action including, but not limited to,
civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the
abatement process, please contact me at 828-757-2212 or at rtague@cityoflenoir.com.

Such lien shall be filed, have the same priority, and be enforceable and the costs reflected as the lien for appeal.

Section 1-10 Civil and Criminal Penalties
Any violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a
fine and penalty in the amount of \$50.00 to \$200.00, in accordance with the violation schedule in subsection 1b. To be
enforced by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period
of 30 days after being cited. The citation shall be in writing, signed by the authorized person issuing the citation,
and shall be delivered in person or by mail to the offender.

Respectfully,

Robert Tague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

**CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT**

Final Notice of Abatement

12/07/2022

SCOTT RUBY
C/O KIM KINCAID PO BOX 2088
BLOWING ROCK, NC 28605

Certified Mail 9889 0710 0270 0708 7179 23

To: Minimum Housing Department
510 STAGE ST LENOIR, NC 28645
Phone: 276488124

SCOTT RUBY

This letter is to inform you that you have failed to comply with an order of the hearing inspector to abate
minimum housing violations at 510 STAGE ST within 30 days of 12/07/2022.

After notice of the order of the hearing inspector to comply with an order of the inspector within the time
specified therein, the hearing inspector has determined that the City Council an ordinance requiring the reporter to make such
building to be repaired or demolished as determined in the original order of the inspector. The amount of the cost
of repairing the dwelling, or removal or demolition to be made or done by the inspector shall be a lien
against the property upon which such cost was incurred. Such lien shall be filed, have the same priority, and
be enforceable as the lien for appeal.

Accordingly, I advise you that the hearing inspector has determined an ordinance to City Council, as described
above. The Council will consider this ordinance for adoption at the next regular City Council meeting, held on
Wednesday, December 14, 2022, 6:00 PM in the Lenoir County Courthouse.

Respectfully,

Robert Tague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



APPOINTMENTS – JULY 1, 2024

ABC Board (3-Year)

Steven Stewart

Foothills Airport Authority (2-Year)

Charles Thomas

Lenoir Housing Authority (5-year)

Ben Boaz

Vacant (2026)

Business Advisory Board (3-Year)

Tim Biddix

Patrick Longano

Mark Transou

Matt Underwood

Planning Board/Historic Preservation Commission (3-year)

James Bradshaw

Marta Lazo

Lucy McCarl

Board of Adjustments (3-year)

James Bradshaw

Leah Hamilton

Tim Scobie

Recreation Advisory Board (2-year)

Schonna Banner

Darryl Lipford

Vacant

Lenoir Tourism Development Authority (4-year)

Angela Johnson (Lodging)

Vacant (Lodging)