

LENOIR CITY COUNCIL
TUESDAY, MAY 7, 2024
6:00 P.M.

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

ABSENT: Councilmember Todd Perdue.

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, Director of Special Projects & Grants Jared Wright, Public Services & Public Utilities Director Jeff Church, Public Services & Public Works Director Jon Hogan, Communication Director Joshua Harris and Intern Kate Starr.

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.

WELCOME; JARED

WRIGHT: B. On behalf of City Council, Mayor Gibbons welcomed Jared Wright as the City's new Director of Special Projects and Grants. Director Wright previously worked for the City as the Public Works Director.

WELCOME; KATE

STARR: C. On behalf of City Council, Mayor Gibbons welcomed Kate Starr, Appalachian State University graduate, who is doing a management internship with the City of Lenoir during the summer months.

CONGRATULATIONS; BRENDA FLOYD

& PHIL HARPER:

- D. On behalf of City Council, Mayor Gibbons congratulated Main Street & Economic Development Director Brenda Floyd upon her daughter graduating from North Carolina State University this past weekend and he also congratulated Parks & Recreation Director Phil Harper upon his daughter graduating from East Carolina University.

Mayor Gibbons also asked everyone to keep Councilmember Todd Perdue's daughter in their thoughts and prayers as she is recovering from recent surgery.

**CONDOLENCES; CHARLOTTE
POLICE DEPARTMENT/US MARSHALLS:**

- E. Mayor Gibbons asked everyone to keep the families of the four officers that were killed in the line of duty in Charlotte, NC on April 29 in their thoughts and prayers as well as the families of the four officers that were wounded. Mayor Gibbons stated he learned the officers recovering in the hospital were released today.

**SPECIAL RECOGNITION; PEACE
OFFICERS MEMORIAL WEEK:**

- F. On behalf of City Council, Mayor Gibbons read and presented 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.

Chief Phelps referred to the officers that were shot in Charlotte and stated the emotions are still fresh and heavy on everyone's heart at the Police Department. He said he contacted Charlotte Police Chief Johnny Jennings who shared it was very tough to go through this type of situation.

Chief Phelps stated he wished City Council didn't have to recognize this occasion and reported that 137 officers across the nation died in the line of duty in 2023 with 3 being from North Carolina. Chief Phelps stated the top two causes are gunfire and automobile accidents. Chief Phelps commented he was proud of all of his officers because they make the choice to come into work every day not knowing if they will return home. In addition, Chief Phelps pointed out it is hard to find people who want to serve others before they serve themselves. He thanked City Council for the recognition and the opportunity to speak.

Mayor Gibbons thanked Chief Phelps for all the Police Department Staff do each day to keep the City of Lenoir and its citizens safe.

**SPECIAL RECOGNITION; NATIONAL
PUBLIC WORKS WEEK:**

- C. On behalf of City Council, Mayor Gibbons read and presented 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.

Mayor Gibbons said the Public Works Department is the glue that holds the City together and thanked Director Hogan and all of his staff for all that they do for the City of Lenoir.

Director Hogan said this year's theme is "Advancing the Quality of Life for All" and shines a light on all Public Works staff. He stated they also serve as first responders. Director Hogan commended all of his staff and emphasized the City is truly blessed to have such talented people.

**SPECIAL RECOGNITION; CELEBRATE
DRINKING WATER WEEK:**

- D. On behalf of City Council, Mayor Gibbons read and presented 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.

In order to educate the public, Director Church explained the process of how water distribution works and how it is treated from the beginning until it is distributed from the plant to all of the City's customers. He also reported the City has 400 miles of water and sewer lines that are maintained by staff.

Director Church stated the Department has 45 employees and introduced the staff members in attendance along with the number of certifications each one has achieved. He stated each certification earned improves their knowledge of the water industry.

On behalf of City Council, Mayor Gibbons stated Public Utilities is a great department with great leaders.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 16, 2024 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, April 16, 2024 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 City 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#2757372828) as submitted.(A copy of the Certificate of Sufficiency is attached to these minutes as information.)
- 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 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 approximately 25 miles. (A copy of the resolution of support is attached to these minutes as information.)
- 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. (A copy of the capital project budget ordinance is attached to these minutes as information.)
- 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. (A copy of the budget amendments is attached to these minutes as information.)
- 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. (A copy of the proclamation is attached to these minutes as information.)
- 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. (A copy of the proclamation is attached to these minutes as information.)
- 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. (A copy of the proclamation is attached to these minutes as information.)
- 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. (A copy of the proclamation is attached to these minutes as information.)

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to adopt items A through K on the Consent Agenda as described above and as recommended by City Staff.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

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

LENOIR BUSINESS ADVISORY BOARD:

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

CITY/COUNTY SERVICES COMMITTEE

3. The City/County Services Committee will meet on Monday, May 13 at noon at the J.E. Broyhill Civic Center.

ECONOMIC DEVELOPMENT

ADV. COMM. 4. The Economic Development Advisory Committee will meet on Thursday, May 14 at 8:15 a.m. at the J. E. Broyhill Civic Center.

PLANNING

BOARD: 5. The Planning Board will meet on Monday, May 20 at 5:30 p.m. at the City/County Chambers.

INTERBASIN TRANSFER

MEETING: 6. A meeting is scheduled for Wednesday, May 8 at 5:30pm at the Ridgeview Branch Library in Hickory to discuss the City of Charlotte's Interbasin Transfer Request.

B. Items for Council Action**AGREEMENT; WATER**

PURCHASE: 1. 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. 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.

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

City Manager Hildebran pointed out the only change in the agreement is to increase the length of the term from five-years to 10-years.

Following a brief discussion and upon a motion by Councilmember Thomas, City Council voted 6 to 0 to adopt the Water Sales Agreement between the City of Lenoir and Caldwell County as described above and as submitted.

**AGREEMENT; CONSOLIDATION OF CITY
OF LENOIR & CALDWELL COUNTY 911 SERVICES & THE
CREATION OF A JOINT AGENCY:**

2. Staff recommends approval of a 911 Consolidation Agreement between the City of Lenoir and Caldwell County for the Consolidation of 911 Services 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. The North Carolina 911 State Board is advocating and encouraging Communication Centers to centralize services within each county. This 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, are no longer available. Chief Phelps stated the new center would be state of the art and located on property owned by Caldwell County adjacent to the Caldwell County Sheriff's Office, Health and Human Services Building.

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. The City of Lenoir shall appropriate funds to the annual costs of staff, maintenance, operation, and repair of the JECC in a reverse grant beginning on the date of inception. The City of 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, the City of Lenoir's financial obligation shall end.

(A copy of the agreement is hereby attached to these minutes as information.)

Police Chief Brent Phelps stated City Attorney Timothy Rohr along with Caldwell County Attorney David Lackey have reviewed the agreement. He also mentioned that Burke and Watagua counties have consolidated their centers and reiterated that financially it is the best option for a new center due to the City not receiving any funding if it does not agree to a consolidation.

Chief Phelps reported a Communication Advisory Board (CAB) will be formed consisting of the following representatives: a) Caldwell County Sheriff or designee, b) Lenoir Chief of Police or designee, c) Caldwell County Fire Association or designee, d) Caldwell County Emergency Services designee, e) North Carolina Emergency Management designee, and f) NC VIPER representative designee. He pointed out the departments are currently working on how will they address any issues that may occur.

Caldwell County Manager Donald Duncan thanked City Council for their partnership and all of the cooperation the County has received from the City. He also expressed thanks to Representative Destin Hall and NC Senator Dean Proctor for their assistance with obtaining funding for this project. Mr. Duncan reported the state has offered the City of Lenoir and Caldwell County \$24,000,000 for this project and stated the County will apply for the next round of digital funding. Mr. Duncan explained that Caldwell County will be the heart of emergency management in the western part of the state and reported the other two centers will be located in Kinston and Raleigh. Next, he explained a Security Response Team center consisting of the National Guard, NC VIPER and other agencies will be housed in the basement of the County building with construction to start at the end of the year. He clarified the center would essentially be a bunker inside of a building and is currently in the design phase. This team will be notified of any natural disasters.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to adopt the Consolidation 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 as recommended.

**ORDER OF ABATEMENT;
501-A STAGE STREET:**

3. 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 NCIN#2749485147 as submitted.

A copy of the recorded Order of Abatement is hereby attached to these minutes as information.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to adopt the Order of Abatement for property located at 501-A Stage Street NW as described above and as submitted.

**ORDER OF ABATEMENT;
510 STAGE STREET NW:**

4. 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.

A copy of the recorded Order of Abatement is hereby attached to these minutes as information.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to adopt the Order of Abatement for property located at 510 Stage Street NW as described above and as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****ANNOUNCEMENTS: AUTHORITIES/
BOARDS/COMMISSIONS:**

- A. Mayor Gibbons announced a list of appointments and potential re-appointments beginning July 1, 2024 to the City's Authorities/Boards/Commissions for various term lengths as follows:**

ABC Board (3-Year) Steven Stewart

Foothills Airport Authority (2-Year) Charles Thomas

Lenoir Housing Authority (5-year) Ben Boaz
Vacant (2026)

Lenoir 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)

These appointments will be placed on the May 21 City Council Agenda for Council's consideration of approval.

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

- A.** There being no further business, the meeting was adjourned at 6:50 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



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 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:

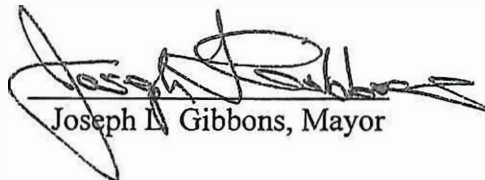
Section 1. A public hearing on the question of annexation of the area described herein will be held at 905 West Avenue, Lenoir, NC at 6:00pm on May 21st, 2024.

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

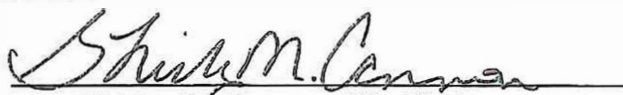
Section 3. Notice of the public hearing shall be published in the Lenoir News Topic, a newspaper having general circulation in the City of Lenoir, at least ten (10) days prior to the date of the public hearing.

SEAL

This the 7th day of May, 2024.


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



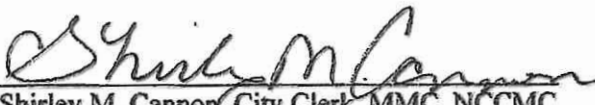
CERTIFICATE OF SUFFICIENCY

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



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

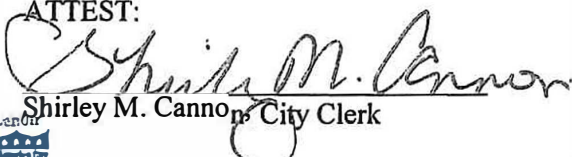
NOW, THEREFORE, BE IT RESOLVED that the City of Lenoir supports a Planning Grant application to study the feasibility of creating a trail along the Caldwell Railroad that would provide connections to other municipalities in Caldwell County and to the City of Hickory and agrees to provide matching funds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

Adopted this 7th day of May, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



Capital Project Ordinance for the City of Lenoir

Comprehensive Plan

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

Section 1: The project to authorize activities for Comprehensive Plan Capital 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 capital 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 Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

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

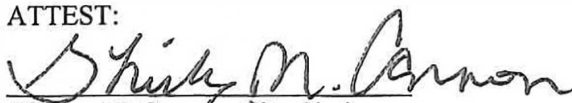
Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

Adopted this 7th day of May, 2024.

SEAL

ATTEST:


Shirley M. Cannon, City Clerk


Joseph D. Gibbons, Mayor

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

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	

Tuesday, May 7, 2024

Minutes-City of Lenoir Council Meeting

	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

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 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;

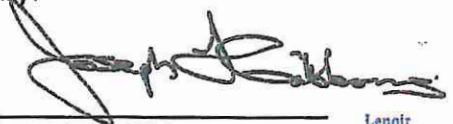
Whereas, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world;

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



Tuesday, May 7, 2024

Minutes-City of Lenoir Council Meeting

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
Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon
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:

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



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

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

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 or 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

Tuesday, May 7, 2024

Minutes-City of Lenoir Council Meeting

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

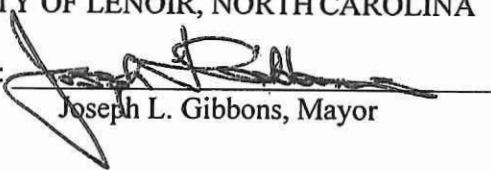
20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may 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

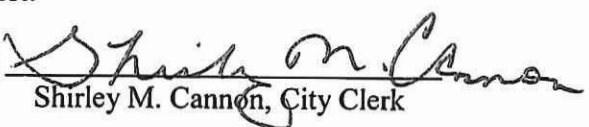
By:


Joseph L. Gibbons, Mayor

(SEAL)

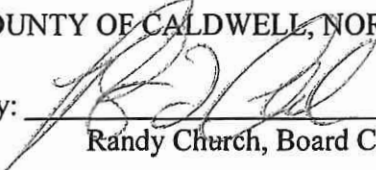
Attest:

By:


Shirley M. Cannon, City Clerk

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

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



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 13 day of May, 2024, 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 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.

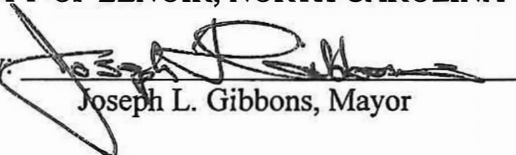
K. Existing Equipment. Public Safety communications equipment, software, and supplies used by **LENOIR**, are no longer to be used by **LENOIR** after the date Caldwell Joint Emergency Communications Center becomes operational, shall be transferred by **LENOIR** to Caldwell Joint Emergency Communications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

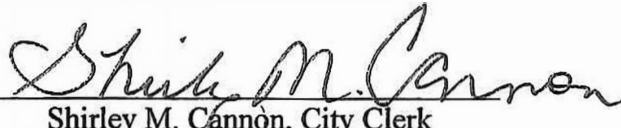
M. Effective Date. This Agreement shall become effective upon execution by all parties.

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

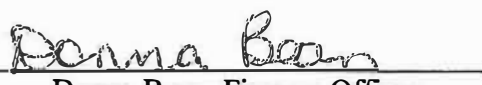
CITY OF LENOIR, NORTH CAROLINA

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

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____

Randy Church, Board Chair

(SEAL)

Attest:

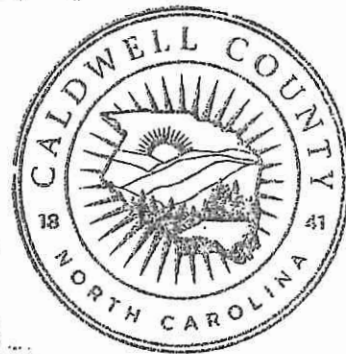
By: _____

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



BK 2108 PG 1835 - 1836 (2)

This document presented and filed:
05/10/2024 11:31:15 AM

Fee \$26.00



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

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.

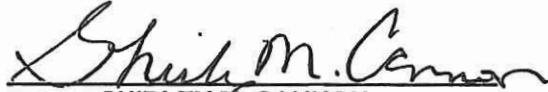
Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

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.

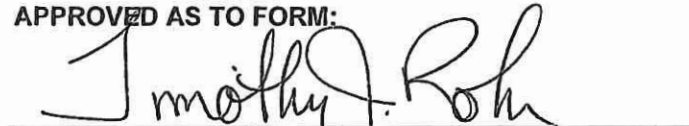
Adopted this the 7th day of May, 2024.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

BK 2108 PG 1837 - 1838 (2)

This document presented and filed:
05/10/2024 11:31:16 AM

Fee \$26.00



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

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.

Tuesday, May 7, 2024
Minutes-City of Lenoir Council Meeting

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.

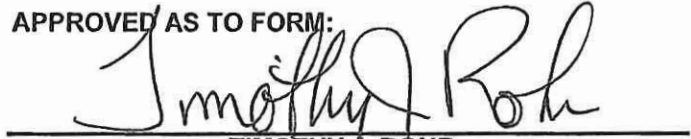
Adopted this the 7th day of May, 2024.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL