

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

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

CITY STAFF: In attendance was Finance Director Donna Bean, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Utilities Director Jeff Church, Communication Director Joshua Harris and Intern Kate Starr.

Also in attendance was News-Topic Reporter Shelby Powell.

ABSENT: Fire Chief Norman Staines, Main Street and Economic Development Director Brenda Floyd, Public Services & Public Works Public Services Director Jon Hogan.

I. CALL TO ORDER

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

**CONDOLENCES; FAMILY OF
MAYOR RICHARD TURNER:**

- B. On behalf of City Council, Mayor Gibbons asked everyone to remember the family of Richard Turner, Mayor of Belmont, in their thoughts and prayers as Mayor Turner unexpectedly passed away on July 31. Mayor Gibbons said Mayor Turner was well known across the state and active in the North Carolina League of Municipalities.

**INDUCTEES; CALDWELL COUNTY
BLACK HALL OF FAME:**

- C. On behalf of City Council, Mayor Gibbons extended congratulations to those individuals who were inducted into the Caldwell County Black Sports Hall of Fame in a ceremony held at the Martin Luther King, Jr. Center on Friday, August 2.

In addition, Mayor Gibbons commended Lester Whittington, Robin Scott along with all the other staff and volunteers who helped coordinate the 50th Annual Harambee Festival. The event began on Sunday, August 3 and ends on Friday, August 9. It is the oldest running festival in Caldwell County.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, July 16, 2024, as submitted.

- B. FY2023 Tax Settlement Report, FY2024 Tax Receipt Charge: In accordance with N.C.G.S. §105-321 and 352, Staff requests the FY2023 Tax Settlement Report and the FY2024 Tax Receipt Charge be authenticated by the City Council as submitted.
- C. Resolution of Intent; Sharon Street between Sharon Avenue & US-321: In accordance with N.C.G.S. §160A-299, Staff recommends Council adopt the Resolution of Intent, which calls for a public hearing to be held on Tuesday, September 17, 2024 to close the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321. The Resolution of Intent will be advertised in the Lenoir News-Topic for four (4) consecutive weeks for the street closure consistent with N.C.G.S. 160A-299 as submitted. (A copy of the Resolution of Intent is attached to these minutes as reference.)
- D. Campus Improvements Project – Construction Manager at Risk Selection: Following a thorough review and evaluation of each Statement of Qualifications submittal, Staff recommends entering into contract negotiations with J.M. Cope, Inc. to provide Construction Manager at Risk services for the Campus Improvements Project. J.M. Cope, Inc.'s qualification package demonstrated the firm's experience with similar historic renovation and redevelopment projects, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the Campus Improvements Project and a suitable approach to completion, and appropriate tools, technology, resources, and processes to perform the work in a responsible manner. Additionally J.M. Cope, Inc. is appropriately licensed and insured, is experienced in the CMaR project delivery method, and is currently working with Maurer Architecture on a similar project for a neighboring municipality.
- E. Bid Award-Rotary Soccer Complex Picnic Shelter: Staff recommends awarding the construction contract for the Rotary Soccer Complex Picnic Shelter to Brushy Mountain Builders, Inc. with a total contract amount of \$48,000.00. Brushy Mountain Builders, Inc. is the lowest, responsive responsible bidder and is appropriately licensed to complete the project. (A copy of the bid tab is attached to these minutes as reference.)
- F. Assistance to Firefighters Grant: Staff recommends Council approval to accept the Assistance to Firefighters Grant (AFG) to purchase various wildland personal protective equipment. The AFG will provide up to \$62,170.47 of federal funds to purchase the protective equipment and the City of Lenoir will provide a 5% match of \$3,108.53 as requested. The requested equipment is comprised of sixty-one (61) complete sets of wildland gear with each set to include an overshirt, overpants, helmet, gloves, goggles and boots. The grant further includes the purchase of eighteen (18) fire shelters to allow each on duty firefighter access to a fire shelter.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt items A through F 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 CITY MANAGER

Items of Information

1. August Calendar: The calendar for the month of August was provided to City Council listing various committee meetings and events.
2. The 50th Annual Harambee Festival began on Sunday, August 4 and ends on Friday, August 9. Events are scheduled daily at the Martin Luther King, Jr. Center.

3. The City/County Services Committee will meet on Monday, August 12 at noon.
4. The ABC Board will meet on Thursday, August 15 at 1:30 p.m.
5. The Lenoir Tourism Development Authority will meet on Thursday, August 8 at 4:00 p.m. at City Hall, Third Floor.
6. The Lenoir Business Advisory Board will meet on Thursday, August 8 at 6:00 p.m. at City Hall, Third Floor.
7. The Southern Sundown 4 Miler Race will be held on Saturday, August 17 beginning at 7:00 p.m. The race begins and ends in downtown Lenoir.
8. The Parks and Recreation Advisory Board will meet on Monday, August 19 at 6:00 p.m. at Mulberry Recreation Center.

B. Items for Council Action

**AUTHORIZING RESOLUTION;
PROJECT COLA:**

1. Authorizing Resolution; NC Department of Commerce: If Council wishes to proceed with the grant submittal, City Council should adopt the enclosed Authorizing Resolution for the North Carolina Department of Commerce Building Reuse Grant Submission for "Project Cola."

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

Ashley Bolick, Director of the Caldwell County Economic Development, addressed City Council and also recognized Jesse Trivette, Economic Coordinator, who was in attendance. Ms. Bolick explained the North Carolina Department of Commerce requires a local government to serve as the formal applicant for the state grant funds on behalf of the company. Ms. Bolick shared a Canadian company has applied for a building reuse grant to locate their manufacturing, packaging and distribution facility to Lenoir. The grant request will be for \$140,000. The company would invest approximately \$2 million in the purchase and renovation of the building and create 18 full-time jobs over a two-year period with an expected average wage of \$49,333. In addition, Ms. Bolick stated the City of Lenoir would submit a letter of support along with the authorizing resolution following approval to the NC Department of Commerce.

Ms. Bolick further stated the Caldwell County Board of Commissioners would consider the project for financial incentives representing the required five percent local government grant match at a future meeting. Also, City Manager Scott Hildebran pointed out the 5% local match would be funded by the Caldwell County Sales Tax Reinvestment Fund.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 7 to 0 to adopt the Authorizing Resolution for the North Carolina Department of Commerce Building Reuse Grant Submission for "Project Cola" as submitted and as recommended.

**LENOIR-VALDESE WATER
INTERCONNECT AGREEMENT:**

2. Staff recommends City Council adopt the Water Purchase Interconnect Agreement between the City of Lenoir and the Town of Valdese as presented. This Water Purchase Agreement sets forth the terms of the Interconnect Agreement for a period of forty (40) years.

A copy of the Water Purchase Agreement is attached to these minutes as information.

City Manager Hildebran pointed out City Council previously authorized McGill Associates to conduct a study for alternative water sources along the Catawba River should anything ever occur at the City's water plant or if it had to be shut down for a period of time. Mr. Hildebran stated he met with state staff and legislators and noted the City of Lenoir received and has accepted a direct appropriation of \$17,000,000 (less loan fees) through the NC General Assembly to fund the undertaking of a project to interconnect the Lenoir and Valdese water systems. This project has been identified for several years on the Utilities Capital Improvements Projects (CIP). Mr. Hildebran also shared the Town of Valdese was awarded \$7,000,000 by the state for this project. Mr. Hildebran reiterated this Water Purchase Agreement sets forth the terms of the interconnect agreement for a period of forty (40) years.

In addition, Mr. Hildebran also thanked Representative Destin Hall, Senator Dean Proctor, Senator Ralph Hise and Senator Warren Daniel for all of their assistance and expertise regarding this project. Mr. Hildebran further reported the Town of Valdese currently has available excess capacity of treated water sufficient to supply the request of Lenoir of up to 4,000,000 gallons per day.

Moreover, N.C. General Statute 160A-460 through 160A-466, NC General Statute 160A-11 and N.C. General Statute 160A-322 authorize municipalities to enter into joint undertaking to own and operate a public enterprise. N.C. General Statute 160A-311(2) defines a public enterprise to include water supply and distributions systems. N.C. General Statute 160A-274 authorizes governmental units such as Lenoir and Valdese to exchange with, lease to, lease from, sell to, or purchase from one another an interest in real or personal property upon such terms and conditions as the governmental units deem wise. The City of Lenoir and the Town of Valdese both operate water distribution systems.

Following a brief discussion and upon a motion by Councilmember Thomas, City Council voted 7 to 0 to adopt the Water Purchase Interconnect Agreement between the City of Lenoir and the Town of Valdese as presented and as recommended.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:15 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 OF INTENT

A Resolution Declaring the Intention of the Lenoir City Council as Petitioned by the Adjacent Property Owners to Consider the Closing the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321

WHEREAS, G.S. 160A-299 authorizes the Lenoir City Council to close public streets and alleys; and

WHEREAS, the Lenoir City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321; and

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

- (1) A meeting will be held at 6:00 p.m. on the 17th day of September, 2024, in the City/County Chambers, 905 West Avenue, to consider a resolution closing Sharon Street Right-of-Way.
- (2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the News-Topic, or other newspaper of general circulation in the area.
- (3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Any person with a disability needing special accommodations should contact the City Clerk's office 72 hours prior to the scheduled meeting time.

Adopted this the 6th day of August 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





City of Lenoir
Parks and Recreation Department - 2022 PARTF Projects
Rotary Soccer Complex Picnic Shelter
Bid Tabulation



Bidder	Total Base Bid
Wilkie Construction Company	\$48,383.00
Brushy Mountain Builders	\$48,000.00
VPC Builders	\$67,865.00

**Pricing is based upon the attached *Request for Proposals*. **

City of Lenoir
North Carolina Department of Commerce Building Reuse Grant
Request for Project Cola Authority to Apply
Authorizing Resolution

Whereas, Ashley Bolick, Director of the Caldwell County Economic Development, has been working with a Canadian Company to locate their manufacturing, packaging and distribution facility in Lenoir and:

Whereas, the North Carolina Department of Commerce Building Reuse Grant requires a local government to serve as the formal applicant for the State grant funds on behalf of the Company, and;

Whereas, this project will result in the creation of new jobs and private investment at their Lenoir facility and;

Whereas, the City of Lenoir wished to assist in this project by serving as the local government applicant for a Rural Building Reuse Grant for the project.

NOW THEREFORE BE IT RESOLVED, by the City of Lenoir, that the City Council of Lenoir supports Project Cola; and

BE IT FURTHER RESOLVED that the City of Lenoir will meet the local government 5% (\$7,000) match requirement through the Caldwell County Sales Tax Reinvestment Fund for the project; and

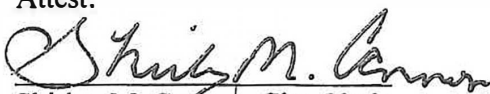
BE IT FURTHER RESOLVED that Scott Hildebran, City Manager, and successors so titled is hereby authorized to execute and file application on behalf of the City of Lenoir with the North Carolina Department of Commerce for grant assistance in the development of the project described above; and

BE IT FURTHER RESOLVED that the City of Lenoir has substantially complied or will substantially comply with all federal, state and local laws, rules, regulations and ordinances applicable to the project and the grants pertaining thereto.

Adopted this the 6th day of August 2024 in Lenoir, North Carolina.

Seal:

Attest:


Shirley M. Cannon, City Clerk


Joseph L. Gibbons, Mayor

STATE OF NORTH CAROLINA

COUNTY OF BURKE

WATER PURCHASE AGREEMENT

THIS WATER PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 by and between the Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 (hereinafter referred to as "Valdese") and the City of Lenoir, a North Carolina municipal corporation, having a mailing address of P.O. Box 958, Lenoir, NC 28645 (hereinafter referred to as "Lenoir").

WITNESSETH

WHEREAS, N.C. Gen. Stat. §§ 160A-460 through 160A-466, N.C. Gen. Stat. § 160A-111 and N.C. Gen. Stat. § 160A-322 authorize municipalities to enter into joint undertakings to own and operate a public enterprise; and

WHEREAS, N.C. Gen. Stat. § 160A-311(2) defines a public enterprise to include water supply and distributions systems; and

WHEREAS, N.C. Gen. Stat. § 160A-274 authorizes governmental units such as Valdese and Lenoir to exchange with, lease to, lease from, sell to, or purchase from one another an interest in real or personal property upon such terms and conditions as the governmental units deem wise, with or without consideration; and

WHEREAS, Valdese and Lenoir are municipalities duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, Lenoir, among its other functions, operates a water supply and distribution system serving water users within its boundaries, and is in need of an additional supply of treated

water; and

WHEREAS, Valdese, among its other functions, owns and operates a water supply and distribution system serving water users within its boundaries; and

WHEREAS, Valdese currently has available excess capacity of treated water sufficient to supply the request of Lenoir as set forth in this Agreement and to satisfy the present and anticipated needs of its customers; and

WHEREAS, Valdese desires to sell to Lenoir and Lenoir desires to buy from Valdese a supply of potable water as set forth herein; and

WHEREAS, Valdese and Lenoir have agreed upon certain terms regarding the sale of water as mentioned above, and now desires to set forth the terms of their Agreement; and

WHEREAS, by vote approved by the Town Council for the Town of Valdese at its meeting on August 5, 2024, the sale of said water to Lenoir as provided herein was approved, and the execution of this Agreement by Valdese was duly authorized; and

WHEREAS, by vote approved by the City Council for the City of Lenoir at its meeting on August 6, 2024, the purchase of said water from Valdese as provided herein was approved, and the execution of this Agreement by Lenoir was duly authorized,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

A. VALDESE'S OBLIGATIONS:

1. (Quality and Quantity) Subject to the remaining provisions of this Agreement, Valdese shall furnish to Lenoir at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina, Rules Governing Public Water Systems, 15 NCAC

18C, in such quantity as may be required by Lenoir and not to exceed Four Million (4,000,000) gallons per day except as set out in paragraph B.1. Lenoir shall not resell, give away, transfer or otherwise dispose of water purchased under this Agreement to anyone other than Lenoir customers without the prior written consent of Valdese.

2. (Point of Delivery and Pressure) Valdese shall furnish water at a reasonably constant pressure from an existing main supply line owned by Lenoir. The point of delivery shall be at a meter vault that includes appropriate meter size and backflow apparatus provided by Lenoir. If a greater pressure than that normally available at the point of delivery is required by Lenoir, the cost of providing such greater pressure shall be borne by Lenoir. The water purchased by Lenoir from Valdese shall be transmitted on a continuous basis except for unforeseen circumstances and emergency failures of pressure or supply due to main supply line breaks, power failure, water source contamination, flood, drought, fire and use of water to fight fire, earthquake or other catastrophe. In the event of an unforeseen circumstance or emergency, Valdese shall notify Lenoir of the circumstances and provide timely updates so as to keep Lenoir informed of the status and nature of repairs.

3. (Metering Equipment) The metering equipment that will be located on Valdese property shall be furnished by Lenoir and dedicated to Valdese. Lenoir staff/designee shall be granted reasonable access to Valdese facilities for maintenance of Lenoir's equipment located on Valdese property. Future repairs or replacement to meter equipment shall be the responsibility of Lenoir. Recalibration of meter equipment shall be done annually by Lenoir. Additional calibrations beyond the annual will be covered by the party initiating the calibration. This meter shall be read by Valdese between the fourteenth (14th) and seventeenth (17th) of each billing cycle.

An appropriate official of Lenoir shall have access at all reasonable times to the meter for the purpose of verifying its readings.

4. (Billing Procedure) Valdese shall provide to Lenoir, between the first (1) day and the fifth (5) day of the billing month a statement of the amount of water furnished to Lenoir during the preceding billing cycle. Water bills are considered past due after the 15th of the billing month at 5:00 pm. After 5:00 p.m. on the 15th of the month, a ten percent (10%) penalty will be added to any outstanding balance to such account. If payment is not received by 5:00pm on the 25th of the month, a non-payment fee of \$25 will be added to the account and water service may be cut off until the account balance is paid in full. If payment is not received by 5:00 pm on the 25th of the following month, this shall constitute a material breach of this Agreement, and Valdese may terminate this Agreement as provided in Paragraph C.6. If the 25th falls on a Saturday, Sunday, or a holiday, the customer will be given until 5:00 pm, on the next working day to pay their bill before a penalty charge and/or non-payment fee is added.

B. LENOIR'S OBLIGATIONS:

1. (Rates and Payment Dates) See above A.4 for payment dates and penalties. The rate shall be \$2.50 per thousand (1000) gallons of water purchased, up to 4,000,000 gallons. Valdese will bill by rounding up to the nearest thousand (1000) gallon. For example, if Lenoir uses 500,001 gallons, billing will be based on 501,000 gallons. Lenoir shall use its best efforts not to exceed 4,000,000 gallons per day without the advance written consent of Valdese. Above 4,000,000 gallons, rate per gallon of water purchased shall be as follows:

<i>Gallons</i>	<i>Rate</i>
4,000,001 to 6,000,000 gallons	Fiscal year base rate per 1000 gallons x 5%
6,000,001 or more	Fiscal year base rate per 1000 gallons x 10%

2. (Rate Increases) The rate per thousand (1000) gallons of water purchased may be increased on the first billing cycle applicable to each new fiscal year. The fiscal year rate increase may be no more equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water and Sewage Maintenance) U.S. City Average, as published by the U.S. Bureau of Labor Statistics. Rates will be adjusted using the "Unadjusted percent change" for the month of February average CPI compared to the preceding 12 months, or by 2%, whichever is greater.

3. (Minimum Usage) Lenoir agrees to purchase a minimum volume of 0.30 MGD (million gallons per day).

C. IT IS FURTHER AGREED BETWEEN VALDESE AND LENOIR AS FOLLOWS:

1. (Term of Agreement) This Agreement shall extend for a term of forty (40) years from the date of the initial delivery of water as shown by the first bill submitted by Valdese to Lenoir and, thereafter may be automatically renewed annually unless a six month written notice by either Valdese and Lenoir to modify or terminate the agreement.

2. (Emergency Services) Valdese and Lenoir shall endeavor to provide such quantities of water each to the other as may be needed in the case of emergency water needs, such as water source contamination, production facility failure, natural disaster, or other catastrophe. The cost of such water shall be at the rate described in Paragraph B. 1.

3. (Delivery of Water) Lenoir shall notify Valdese in writing of the date for the initial delivery of water.

4. (Failure to Deliver) Valdese will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish Lenoir with quantities of water required under the terms of this Agreement by Lenoir. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Notwithstanding the foregoing, Valdese

retains the right to restrict the amount of water it furnishes under this Agreement, if it determines in its sole discretion that such restriction or cessation is necessary or prudent in order to safeguard Valdese's ability to provide adequate water service to the retail customers of its own system.

5. (Modification of Agreement) The provisions of this Agreement may be modified or altered by mutual written agreement of the parties.

6. (Termination) This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within thirty (30) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by applicable law. Termination of this Agreement shall not form the basis of any claim for loss of anticipated profits by either party.

7. (Notices) Any notice required to be given hereunder by Valdese to Lenoir shall be made by Valdese in writing and mailed by first class mail or transmitted by email to the City Manager, City of Lenoir, at the following address: P.O. Box 958, Lenoir, NC 28645, or by email to the City Managers email address displayed on the City of Lenoir website. Notice shall be effective upon receipt. Any notices required to be given hereunder by Lenoir to Valdese shall be made by Lenoir in writing and mailed by first class mail or transmitted by email to the Town Manager, Town of Valdese, at the following address: P.O. Box 339, Valdese, NC 28690, or by email to the Town Managers email address displayed on the Town of Valdese website. Notice shall be effective upon receipt.

8. (Regulatory Agencies) This Agreement is subject to such rules, regulation, or laws as may be applicable to similar agreements in this State, and Valdese and Lenoir will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

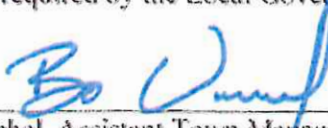
9. (Governing Laws) This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Burke and the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute and original.

Signatures Appear on the Following Pages.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.


Bo Weichel, Assistant Town Manager / CFO

Approved as to form on behalf of the Town this 5th day of August, 2024.


Timothy D. Swanson, Town Attorney

IN WITNESS WHEREOF, the Town of Valdese has executed this Agreement effective as of the date first written above.

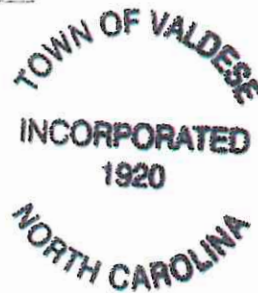
THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

ATTEST:


Jessica Lail, Town Clerk

By: 
Charles Watts, Mayor



PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Donna Bean
Donna Bean, Finance Director

Approved as to form on behalf of the City of Lenoir this 6th day of August, 2024.

Timothy J. Rohr
Timothy J. Rohr, City Attorney

IN WITNESS WHEREOF, the City of Lenoir has executed this Agreement effective as of the date first written above.

(SEAL)

ATTEST:

Shirley M. Cannon
Shirley M. Cannon, City Clerk

CITY OF LENOIR,
a North Carolina Municipal Corporation

By: Joseph L. Gibbons
Joseph L. Gibbons, Mayor

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL