



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, DECEMBER 3, 2024
5:30 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. FY2023-2024 Annual Audit Report: Cynthia Randolph, CPA, PLLC will present the FY2023-2024 Annual Audit to City Council. A copy of financial highlights ending June 30, 2024 is included in the agenda packet as information.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Conditional Zoning Ordinance Amendment: A public hearing will be held to consider approval of a conditional zoning ordinance amendment regarding the Conditional Zoning-9 Ordinance (CZ-9), NCPIN#2759433724 adding cluster subdivision development standards to reflect a minimum setback of five (5) feet, and a minimum lot size of 3,600 square feet for property located off of the McLean Drive Extension. The applicant is Lennar Homebuilders (Christian Jones) and Staff recommends approval of the Ordinance amendment with the proposed two conditions as described above and as based on the Consistency Statement as follows:

The proposed amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as “medium density residential” and “mixed use with commercial” – while commercial uses aren’t proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

Note: The Planning Board reviewed and supports the existing ordinance and changes proposed to reflect and allow for future housing development opportunities in Lenoir.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 22, 2024 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 5, 2024 as submitted.
- C. Contiguous Annexation Petition; Intersection of US321 and Blairs Fork Road: Approval of a Resolution directing the City Clerk to check the Annexation Petition for Sufficiency for property comprised of 4.07 acres and located at the intersection of US Hwy 321 and Blairs Fork Road, NCPIN#2840657903 and to call for a public hearing to

be held on Tuesday, January 7, 2025. The parcel is located within the City's Extraterritorial Jurisdiction (ETJ), zoned as R-R, Rural Residential, and is contiguous with the Lenoir City limits.

- D. Amendments; Capital Project Budget Ordinance: Staff and the Western Piedmont Council of Governments recommend approval of the three (3) Capital Project Budget Ordinance amendments as follows:
 - 1. The Capital Project Budget Ordinance amendment for the FY2022 Unifour Consortium HOME Program in the amount of \$321,825.61 as submitted. (The City of Lenoir is the lead entity.)
 - 2. The Capital Project Budget Ordinance amendment for the FY2023 Unifour Consortium HOME Program in the amount of \$114,756.24 as submitted.
 - 3. The Capital Project Budget Ordinance amendment for the FY2024 Unifour Consortium HOME Program to re-allocate funding with zero net effect on the total budget as submitted.
- E. Agreement; WPCOG – Disaster Recovery Services: Approval of an Agreement between the City of Lenoir and the Western Piedmont Council of Governments (WPCOG) for assistance with disaster recovery services and effective management of disaster recovery efforts as related to Tropical Storm Helene as submitted.
- F. Amendment; Capital Project Budget Ordinance: Staff recommend approval of a budget amendment to close out the American Rescue Plan Act Project approved on June 15, 2021.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. The December calendar will be provided to City Council listing various meetings and events.
- 2. The Christmas Light Show will continue nightly on the downtown square from 6:00 p.m.-10:00 p.m. through January 1.
- 3. The City of Lenoir is hosting a virtual open house on Wednesday, December 4, beginning at 6:00 p.m. to provide an update on the new Living Lenoir 2045 Comprehensive Plan. Staff will post a link to the meeting on the Comp Plan website at <https://lenoir2045.com>. Upon receiving a lot of feedback about the Parks & Recreation Master Plan, Staff is also asking residents to complete the Parks & Recreation Survey that is available at <https://bit.ly/3CLsutu>.
- 4. The Starry Night Christmas Parade is scheduled for Friday, December 6 beginning at 6:30 p.m. in downtown Lenoir.
- 5. Carriage rides are available again this year in downtown Lenoir on December 9, 10, 11, 16 & 18 from 5:00 p.m. until 8:00 p.m. The rides last for 15 minutes. Tickets are available online at www.downtownlenoirnc.com.
- 6. Loose leaf pickup has begun in the City of Lenoir. Staff will make three passes by homes - one per month in November, December, and January, weather permitting. Residents should rake leaves into piles behind the curb or ditch line, and remove all bricks, rocks, sticks, or glass. Such items may cause personal injury to employees and damage equipment. The City provides this service at no extra cost to residents.
- 7. The ABC Board will meet on Thursday, December 12 at 2:00 p.m.
- 8. The annual Luminary Display will be held on Friday, December 13 beginning at 6:00 p.m. at Blue Ridge Memorial Park. A rain date is scheduled for Friday, December 20.

9. The City Council meeting of Tuesday, December 17 has been cancelled. The next meeting will be held on Tuesday, January 7, 2025.
10. City offices will be closed on Tuesday, December 24 through Thursday, December 26 in observance of the Christmas holidays. City offices will also be closed on Wednesday, January 1 in observance of New Year's Day and Monday, January 20 in observance of the Martin Luther King, Jr. holiday.
11. Curbside Christmas tree pickup will begin the week of January 6.

B. Items for Council Action

1. Minimum Housing Ordinance; 309 Glendale St. NW: Staff recommends approval of an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property located at 309 Glendale Street NW (NCPIN #2749982830 and Parcel ID# 09-8-2-49) as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

- A. Closed session under N.C. Gen. Stat. § 143-318.11(a),(3) to consult with the City Attorney in order to preserve the attorney-client privilege between the Attorney and the City Council. The purpose of the closed session is for the City Council to receive advice and consider and give instructions to the Attorney concerning pending litigation, *MachTech Properties, LLC and Big Bear Paw, LLC v. City of Lenoir*, 24 CVS 1515, Caldwell County.

X. ADJOURNMENT

City of Lenoir
**Financial Highlights
Year Ended June 30, 2024**

	<u>2024</u>	<u>2023</u>	<u>Increase (Decrease)</u>
<u>General Fund</u>			
Cash and investments (including restricted cash)	19,626,284	17,742,539	\$ 1,883,745
Total assets	22,189,455	20,168,381	2,021,074
Fund balance	21,356,498	19,211,846	2,144,652
Total revenues	24,821,646	23,704,724	1,116,922
Total expenditures	22,514,994	21,458,474	1,056,520
Other financing sources (uses)		-	-
Change in fund balance	2,144,652	2,246,250	(101,598)
Percent of taxes collected	97.4%	97.8%	
Unassigned fund balance as a % of general fund expenditures	83.7%	79.4%	
Total Expenditures by Department:			
<u>General Fund:</u>			
General government	3,712,692	3,893,607	(180,915)
Public safety	12,040,725	11,013,352	1,027,373
Transportation	2,496,750	2,353,258	143,492
Environmental protection	1,305,564	1,277,557	28,007
Economic and physical development	814,866	688,092	126,774
Cultural and recreation	2,014,713	2,102,924	(88,211)
Debt service	129,684	129,684	-
<u>Special Revenue Funds</u>			
Cash and investments (including restricted cash)	2,628,627	3,414,348	(785,721)
Total assets	2,628,627	3,414,348	(785,721)
Fund balance	535,935	628,997	(93,062)
Total revenues	3,638,349	2,464,665	1,173,684
Total expenditures	3,731,411	2,137,124	1,594,287
Change in fund balance	(93,062)	327,541	(420,603)
<u>Enterprise Fund - Water and Sewer</u>			
Cash and investments (including restricted cash)	14,106,587	11,142,203	2,964,384
Total assets	85,544,720	85,731,247	(186,527)
Net position	61,587,053	60,434,809	1,152,244
Total revenues	10,879,292	10,440,467	438,825
Total expenditures	10,114,737	9,004,117	1,110,620
Nonoperating revenues (expenditures)	198,569	(9,279)	207,848
Change in net position	1,152,244	1,427,071	(274,827)

CITY OF LENOIR
COUNCIL ACTION FORM
November 25, 2024

I. Agenda Item:

ZOA 3-24: Ordinance Amendment regarding CZ-9, adding cluster subdivision development standards.

II. Background Information:

Applicant Christian Jones of Lennar Homebuilders has proposed that the conditional zoning ordinance (CZ-9) for NCPIN 2759433724 is amended to reflect a minimum setback of five (5) feet and a minimum lot size of 3,600 square feet. Planning Board reviewed the existing ordinance and changes proposed to reflect and allow for future housing development opportunities in Lenoir.

Staff report and drafted amended ordinance are attached.

III. Staff & Planning Board Recommendation:

Adoption of the attached ordinance.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director:_____

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, DESIGNATING CERTAIN LAND GENERALLY LOCATED NORTH AND SOUTH OF MCLEAN DRIVE, WEST OF HUNTINGTON WOODS NEIGHBORHOOD AND HIBRITEN DRIVE, COMPRISED OF 157 ACRES, MORE OR LESS, AS CONDITIONAL ZONING DISTRICT #9 (CZ-9) ON THE CITY'S OFFICIAL ZONING MAPS; DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas, at its regularly scheduled meetings of August 22, 2022, the Lenoir Planning Board considered zoning application case number R4-22, requesting the Conditional Zoning district designation, for approximately 157 acres of land, described by the legal description attached to this ordinance as **Exhibit “A”** (hereinafter the “Property”); and

Whereas, the property owner and applicant desires to develop a multi-phase, master planned residential development on the property, while preserving green space and environmentally sensitive areas, necessitating the need for Conditional Zoning; and

Whereas, based upon the evidence presented to the Lenoir Planning Board, including the information and analysis contained in the staff report for application case number R4-22, and subject to

certain conditions, the Lenoir Planning Board recommended that the Lenoir City Council approve said conditional zoning application and adopt an ordinance in accordance therewith; and

Whereas, the Lenoir Planning Board has found that approval of the application is consistent with the City’s adopted Comprehensive Plan, which calls distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as “medium density residential” and “mixed use with commercial” — while commercial uses aren’t proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed housing at a variety of densities, at an appropriate scale near the US-321 commercial corridor; and

Whereas, the Lenoir City Council hereby finds that this ordinance is consistent with the intent and purpose of the Conditional Zoning designation as established by Appendix A, Article V, Section 502, Lenoir City Code; and

Whereas, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. ZONING. After due notice and public hearing, and pursuant to Appendix A, Article XIV of the Lenoir City Code, and other relevant portions of the Lenoir City Code, the zoning designation for the Property is hereby changed from the R-12 zoning district to Conditional Zoning district on the City’s Official Zoning Map (to be denoted as “CZ-9”).

SECTION 2. OTHER DEVELOPMENT LAWS. Except as expressly provided otherwise by this ordinance, the CZ-9 zoning district remains subject to all applicable federal, state, and local laws, and nothing in this ordinance shall be construed to exempt the Property from the lawful authority or jurisdiction of any federal, state, or local agency.

SECTION 3. DEFAULT ZONING DISTRICT. Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the R-12 zoning district.

SECTION 4. SPECIAL CONDITIONS. The Conditional Zoning district for the Property is subject to the following special conditions:

1. **Concept Plan.** Subject to any modifications expressly contained in the text of this ordinance, development and maintenance of the Property must be consistent with the concept plan attached to this

ordinance as **Exhibit “B”** (hereinafter the “Concept Plan”). In the event of a conflict between the text of this ordinance and the Concept Plan, the text of this ordinance shall control. References in this ordinance to lots, parcels, buildings, phases, and other development features refer to such features as identified on the Concept Plan.

2. **Variances.** Zoning variances to the standards of the default zoning district not modified by this ordinance may be approved pursuant to the procedures set forth in Appendix A, Article XIII, Section 1312.1 of the Lenoir City Code.
3. **Modification.** The special conditions specific to the CZ-9 zoning district may only be modified by application for a zoning map amendment following the procedures outlined in Appendix A, Article VIII, Section 820 of the Lenoir City Code.
4. **Definitions.** Where used in this ordinance, the following terms are defined as follows:
 - a. *Dwelling, Single-family attached* (Townhouses or row houses) - A single-family dwelling unit constructed in a series or groups of attached units with a common dividing side wall with property lines separating such units. A single dwelling unit occupies the area from ground to roof and may include front and/or back yard areas. Two, three, or four units may be attached together.
 - b. *Dwelling, Single-family detached* - A detached building on its own platted lot that contains one dwelling unit, other than a manufactured home, designed for occupancy exclusively by one family. One accessory dwelling unit is allowed to be located on any single-family lot.
 - c. *Dwelling, Multi-family low-rise* - A low-intensity multi-family development. Often called garden apartments, buildings are typically arranged around common courtyards or greenspace, with patios, porches, decks, or other private amenities for each unit. Units are usually accessed through private entrances directly from the outside. Maximum four units per building.
5. **Permitted Uses.** The uses permitted in CZ-9 vary by the three sections on the Concept Plan. They are as follows:
 - a. **Section I & Section III (South of McLean Drive):** Attached single-family, detached single family, low-rise multi-family, and club house.
 - b. **Section II (North of McLean Drive):** Detached single family and accessory uses.
6. **Density.** Residential uses shall be limited to a maximum density of 3.6 dwelling units/acre. Individual sections may exceed this density provided the overall density falls below 3.6.
7. **Open Space.** At least 30 percent of the overall acreage must be preserved as open space, calculated across all three sections. Each section must contain at least 10 percent open space. Greenways, active recreation/amenities, stormwater features when landscaped/designed to be amenities, and perimeter and stream buffers all may be considered to meet the open space requirement — parking areas are not considered open space. Open space should be located on steep slopes and alluvial areas, in order to protect these areas from erosion and negative impacts of development.
8. **Setbacks, Development Standards.**
 - a. The minimum setbacks for principal structures single-family detached dwellings are:
 - a. Front: 20 ft.
 - b. Side: ~~10 ft or 0 ft~~ 5 ft.
 - c. Street side: 20 ft
 - d. Rear: 20 ft.
 - b. The minimum setbacks for principal structures (not including single-family detached dwellings) are:
 - a. Front: 20 ft.
 - b. Side: 10 ft or 0 ft.
 - c. Street side: 20 ft
 - d. Rear: 20 ft.

c. The minimum lot size for single-family homes is 3,600 square feet, which will allow for reasonable density of development.

9. **Private Roads.** Where roads exclusively serve attached dwellings or multi-family uses, private maintenance may be required. Frontage on a private road under this scenario will be considered satisfactory frontage for platting fee simple lots.
10. **Home Owners Association.** An HOA, or multiple HOAs, must be established for all sections that contain commonly owned improvements, and will be responsible for maintaining all commonly owned private improvements — including but not limited to private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.
11. **Ingress and Egress.**
 - a. **Section I:** Access from the road behind Lowes and access from Hibriten Drive is required. At least one road connection must be provided between Section 1 and Section 3.
 - b. **Section II:** The existing road network in Huntington Woods must be extended into Section 2. One additional connection to McLean Drive is required. This connection should be located to align with the clubhouse entrance.
 - c. **Section III:** An additional connection to McLean Drive is required, and one additional connection point must be provided to Section 1.
 - d. **Clubhouse Parcel:** A driveway connection may be located on McLean Drive, pending approval by NCDOT. Alternative access may be from Section 1 or Section 3.
 - e. **Greenway/Pedestrian Connections:** Each subarea and any cul-de-sac lots must have an easily accessible trail access point (within 500 ft. of any dwelling unit), allowing use of the greenway to access other neighborhood clusters as well as community amenities. The greenway crossing of McLean Drive must be approved by NCDOT, and should be designed in accordance with standard engineering practices for mid-block greenway crossings.
12. **Stormwater/Low Density Design.** Development must conform to NCDEQ's SW Design Manual's low density design requirements for dispersed flow and vegetative conveyances whenever feasible. Where subarea clusters exceed 2.4 du/acre, post construction stormwater management may be required for those areas. Density determinations will be made during the preliminary plat process.
13. **Landscaping.** Where a mature tree buffer does not exist, a continuous 15' wide landscape screen must be maintained along all property lines that abut residential zones. The screen must meet the requirements of Sec. 712.12.
14. **Phasing — Cluster Neighborhoods and Community Amenities.** The sections may be built-out in any order, and each section may be developed in multiple phases, in accordance with the following:
 - a. Each phase must be able to "stand alone" and function in accordance with generally accepted engineering and planning practices and the requirements of the Lenoir Code of Ordinances.
 - b. The main Greenway and unpaved hiking/walking trail south of McLean Drive must be constructed with the first phase of development; the trail north of McLean drive (in Section II) must be constructed prior to the first C/O in Section II. Pedestrian connections to the main greenway trail must be built with other infrastructure in each phase — paving may be required
 - c. The clubhouse/community amenity parcel must be developed prior to 75% build-out of any single phase or 30% build-out of the entire project, whichever is sooner.

SECTION 5. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, the 23rd and the 30th day of September, 2022.

DONE, THE PUBLIC HEARING, at a regular meeting, the 4th day of October, 2022.

DONE, ENACTED ON FINAL PASSAGE, by an affirmative vote of the majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 4th day of October, 2022.

BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:

Mayor/Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:

City Clerk

Exhibit A – As found on Deed Book 1131, Page 1299

EXHIBIT "A"

This is a description of a survey made for First Union National Bank, Trustee of the T. H. Broyhill Estate, being a part of that property as described at Deed Book 125 at Page 471, a part of that property is described at Deed Book 121 at Page 077, a part of that property is described at Deed Book 127 at Page 218, a part of that property is described at Deed Book 290 at Page 247, and a part of that property is described at Deed Book 298 at Page 383, all as recorded in the Caldwell County Registry of Deeds, being in the City of Lenoir, Lower Creek Township, Caldwell County, North Carolina and being more particularly described as follows:

BEGINNING on a concrete monument on the east right-of-way of U.S. Highway 321, said BEGINNING POINT being a corner with that property belonging to Paul Broyhill as recorded at Deed Book 851 at Page 629 in the Caldwell County Registry of Deeds, and being located South 25 degrees 26 minutes 19 seconds East 542.40 feet from the N.C.G.S. Station "Claron", and said BEGINNING POINT having the North Carolina grid coordinates of North 792,005.56 feet East 1,253,043.40 feet; thence from the POINT OF BEGINNING and with the Paul Broyhill property, North 77 degrees 54 minutes 10 seconds East 800.68 feet to the center of a concrete monument; thence still with the Paul Broyhill property and with other properties, North 11 degrees 51 minutes 10 seconds West 2031.51 feet to an existing 3/4-inch iron pipe, which is a corner with that property belonging to BMC Fund, Inc. (see Deed Book 303 Page 623, Deed Book 318 Page 553, Deed Book 536 Page 189, Deed Book 794 Page 077); thence continuing with the BMC Fund, Inc. property, North 77 degrees 55 minutes 32 seconds East passing an existing 1/2-inch iron pipe on line at 65.41 feet and continuing on the same bearing 12.58 feet for a total distance along this bearing of 77.99 feet to a point in the center of a branch, still at the corner of the BMC Fund, Inc. property; thence with the branch and with the BMC Fund, Inc. property for eight calls: North 47 degrees 25 minutes 26 seconds West 218.71 feet; North 45 degrees 43 minutes 52 seconds East 27.40 feet; North 47 degrees 07 minutes 52 seconds West 37.50 feet; North 08 degrees 49 minutes 58 seconds West 101.50 feet; North 20 degrees 29 minutes 11 seconds West 110.94 feet; North 31 degrees 33 minutes 02 seconds East 55.43 feet; North 12 degrees 14 minutes 41 seconds East 110.37 feet; North 61 degrees 48 minutes 36 seconds West 188.83 feet to a point in the center of the branch, the corner of the BMC Fund, Inc. property and that property belonging to Lenoir Golf Club, Inc., a deed of which is recorded at Deed Book 865 at Page 697; thence with the Golf Club property for three calls: North 59 degrees 21 minutes 49 seconds East passing an existing 1/2-inch iron pipe on line at 11.65 feet and continuing on the same bearing 208.40 feet for a total distance along this bearing of 220.05 feet to an existing 1/2-inch iron pipe; North 33 degrees 13 minutes 49 seconds East 45.01 feet to a new 3/4-inch iron pipe; North 49 degrees 24 minutes 08 seconds East 59.01 feet to a new 3/4-inch iron pipe, which is a corner with the Lenoir Golf Club, Inc. property and Lot Number 17 of "Woodridge Estates" (Plat Book

14 Page 129, 130, 146, and 202); thence with the "Woodridge Estates" Subdivision for three calls: South 44 degrees 45 minutes 40 seconds East 239.80 feet to an existing 1/2-inch iron pipe on the northwest right-of-way of Golfview Court (see a 40-foot wide right-of-way recorded at Deed Book 1031 at Page 875); thence with the northwest right-of-way of Golfview Court, South 12 degrees 10 minutes 56 seconds West 159.51 feet to an existing 1/2-inch iron pipe; North 76 degrees 45 minutes 23 seconds East (crossing Golfview Court), passing an existing 1/2-inch iron pipe on line at 44.29 feet, continuing 366.32 feet to an existing 1/2-inch iron pipe and still continuing on the same bearing 1376.44 feet for a total distance along this bearing of 1787.05 feet to an existing 1/2-inch iron pipe, a corner with "Woodridge Estates", that property belonging to Tommy Setzer as recorded at Deed Book 289 at Page 549, and that property belonging to Mack Wilson, a deed of which is recorded at Deed Book 695 at Page 838; thence with the Wilson property South 14 degrees 55 minutes 48 seconds East 458.21 feet to an existing 1/2-inch iron pipe at a poplar tree, a corner with the Wilson property and that property belonging to Brenda Strait, a deed of which is recorded at Deed Book 769 at Page 671; thence with the Strait property South 16 degrees 04 minutes 55 seconds East 65.87 feet to the center of an 18-inch Hickory tree, a corner with the Strait property and that property belonging to Everett Haney, et al, a deed of which is recorded at Deed Book 1045 at Page 524; thence with the Haney, et al, property for three calls: South 33 degrees 44 minutes 53 seconds East 170.94 feet to an existing 1/2-inch iron pipe; South 59 degrees 18 minutes 42 seconds East 187.14 feet to an existing 1/2-inch iron pipe South 48 degrees 13 minutes 58 seconds East 150.38 feet to an existing 3/4-inch iron pipe, a corner with the Haney property and that property belonging to William Spicer, a deed of which is recorded at Deed Book 599 at Page 325; thence with the Spicer property, South 04 degrees 44 minutes 36 seconds West 133.73 feet to an existing 1 1/4-inch iron pipe, a corner with the Spicer property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 649 at Page 48; thence with the Duke Power Co. property, South 04 degrees 04 minutes 27 seconds West 134.19 feet to a corner marked by an axle, a corner with the Duke Power Co. property and that property belonging to Clarence Land, a deed of which is recorded at Deed Book 819 at Page 245 and at Deed Book 277 at Page 408; thence with the Land property for two calls: South 07 degrees 33 minutes 11 seconds East 328.13 feet to a 20-inch marked ash tree; South 03 degrees 36 minutes 40 seconds East 199.61 feet to an existing 1/2-inch iron pipe, a corner with the Land property and that property belonging to Andrea Dula, et al, a deed of which is recorded at Deed Book 1119 at Page 427; thence with the Dula property South 41 degrees 14 minutes 46 seconds East 148.41 feet to an existing 1/2-inch iron pipe at a large oak tree, a corner with the Dula property and that property belonging to Vernon Greene, a deed of which is recorded at Deed Book 255 at Page 21; thence with the Greene property North 83 degrees 18 minutes 43 seconds West 166.69 feet to an existing 1/2-inch iron pipe; thence still with the Greene property South 45 degrees 58 minutes 25 seconds West (passing the corner of the Ernest L. Reid, Jr. property) 537.52

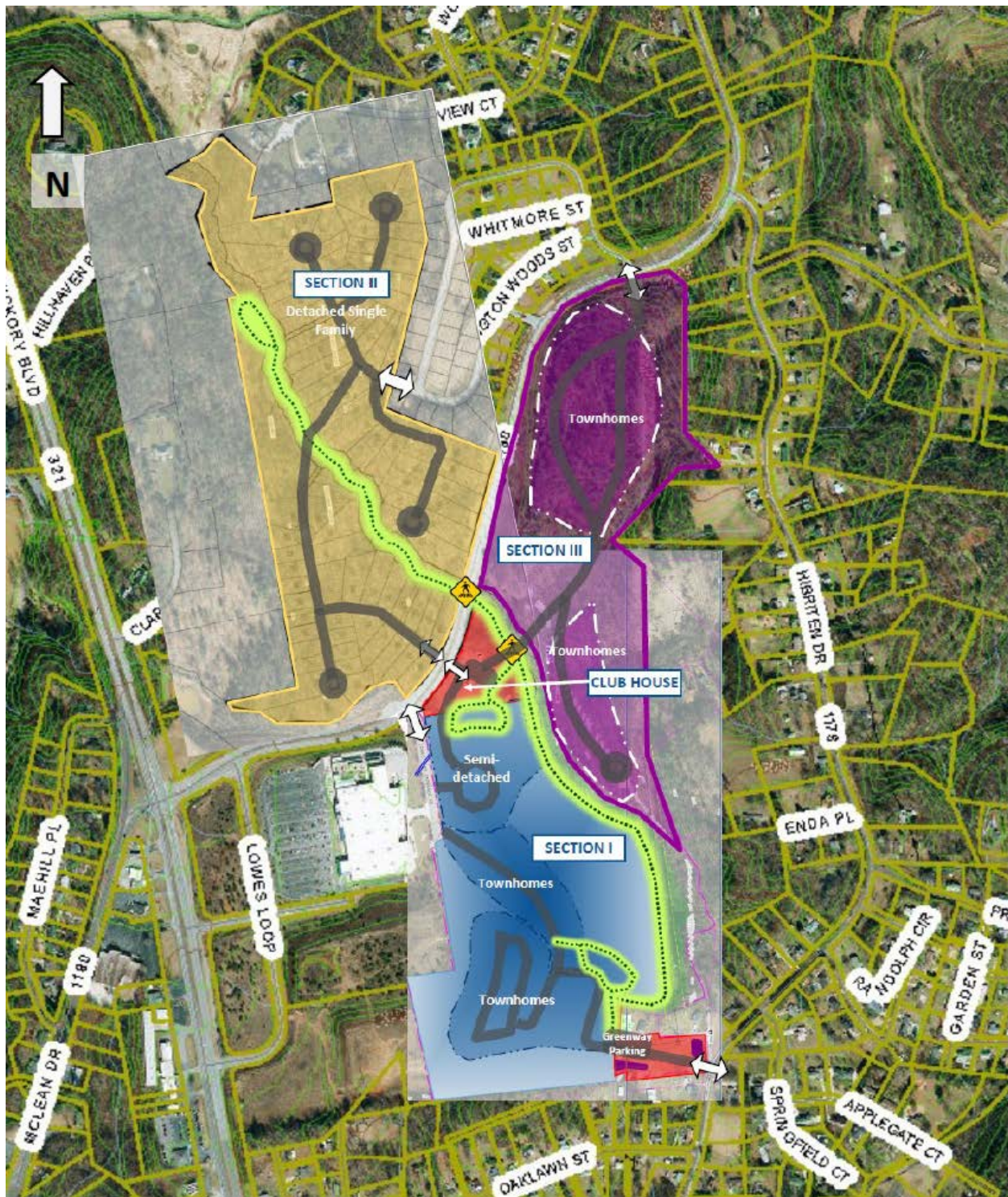
feet to an existing 1/2-inch iron pipe, a corner with that property belonging to Ernest L. Reid, Jr., a deed of which is recorded at Deed Book 1123 at Page 966 and Page 970; thence with the Reid property South 43 degrees 58 minutes 21 seconds East 330.66 feet to a new 3/4-inch iron pipe, a corner with the Reid property, that property belonging to Lorita Bolen, a deed of which is recorded at Deed Book 1117 at Page 811 and that property belonging to Warren Barlow as recorded at Deed Book 945 at Page 579; thence with the Barlow property South 00 degrees 26 minutes 20 seconds West 965.75 feet to a corner marked by an angle iron, a corner with the Warren Barlow property and that property belonging to Carl Clement (see Deed Book 940 Page 249 and Deed Book 708 Page 581); thence with the Clement property and with the center of the Old Shoates Bridge Road for four calls: South 46 degrees 08 minutes 48 seconds East 21.55 feet to a new 3/4-inch iron pipe; South 14 degrees 09 minutes 33 seconds East 35.13 feet to a new 3/4-inch iron pipe; South 17 degrees 51 minutes 58 seconds East 268.06 feet to a new 3/4-inch iron pipe; South 20 degrees 38 minutes 07 seconds East 161.42 feet to an angle iron found in a fence corner, a corner of the Clement property and that property belonging to Edward Miller as recorded at Deed Book 779 at Page 354; thence continuing with the center of the Old Shoates Bridge Road and with the Miller property for seven calls: South 38 degrees 35 minutes 33 seconds East 70.47 feet to a new 3/4-inch iron pipe; South 30 degrees 58 minutes 19 seconds East 102.33 feet to a new 3/4-inch iron pipe; South 08 degrees 11 minutes 59 seconds West 73.07 feet to a new 3/4-inch iron pipe; South 19 degrees 11 minutes 20 seconds East 136.41 feet to a new 3/4-inch iron pipe; South 23 degrees 49 minutes 02 seconds East 61.53 feet to a new 3/4-inch iron pipe; South 37 degrees 09 minutes 11 seconds East 52.69 feet to a new 3/4-inch iron pipe; South 03 degrees 26 minutes 35 seconds East 29.29 feet to a new 3/4-inch iron pipe, over a culvert in the old roadbed, a corner with the Miller property and that property belonging to Nolan Lovins, a deed of which is recorded at Deed Book 661 at Page 1124; thence with the Lovins property for three calls: South 14 degrees 00 minutes 02 seconds West 34.72 feet to an existing 1/2-inch iron pipe; South 08 degrees 01 minutes 35 seconds West passing an existing 3/4-inch iron pipe on line at 97.34 feet and continuing on a same bearing 223.66 feet for a total distance along this bearing of 321.00 feet to an existing 1-inch iron rod, a corner with the Lovins property and that property belonging to Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with the Woods property South 70 degrees 53 minutes 15 seconds West 209.58 feet to a railroad spike in an oak stump, a corner with the Woods property and that property belonging to Ralph Anderson, as recorded at Deed Book 298 at Page 145; thence with the Anderson property for two calls: North 78 degrees 44 minutes 34 seconds West 206.46 feet to an existing 3/4-inch iron pipe; South 01 degrees 30 minutes 23 seconds West 159.85 feet to an existing 3/4-inch iron pipe, a corner with the Duke Power Co., as recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for three calls: South 00 degrees 55 minutes 20 seconds West 10.58 feet to an existing 1/2-inch iron pipe; North 85 degrees 09 minutes 10 seconds East 223.09 feet to a new 3/4-inch iron pipe; North 07 degrees 17 minutes 56

seconds West 1.60 feet to a 1/2-inch rebar, a corner with Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with Woods North 87 degrees 28 minutes 41 seconds East 68.13 feet to a new 3/4-inch iron pipe, a corner with Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for two calls: South 07 degrees 17 minutes 56 seconds East 48.80 feet to a new 3/4-inch iron pipe; North 85 degrees 06 minutes 37 seconds East 119.11 feet to an existing 1/2-inch iron pipe in the center of an old road, a corner with the Duke Power Co. property and the Nolan Lovins property; thence with the old road and with the Nolan Lovins property, South 04 degrees 14 minutes 21 seconds East 111.30 feet to a P.K. Nail in the center of Hibriten Drive; thence with the center of Hibriten Drive South 08 degrees 59 minutes 40 seconds West 39.90 feet to a P.K. Nail in the center of Hibriten Drive, a corner of that property belonging to Wayne Young (see Deed Book 852 Page 932, Deed Book 836 Page 860); thence with the Young property for three calls: South 85 degrees 07 minutes 59 seconds West passing a new 3/4-inch iron pipe on line at 30.00 feet and continuing on the same bearing 394.97 feet for a total distance along this bearing of 424.97 feet to an existing 1/2-inch iron pipe North 01 degrees 04 minutes 50 seconds West 18.00 feet to a new 3/4-inch iron pipe; South 74 degrees 18 minutes 03 seconds West 71.00 feet to an angle iron, a corner with the Young property and that property belonging to Charles Henry, a deed of which is recorded at Deed Book 591 at Page 396; thence with the Henry property South 72 degrees 39 minutes 22 seconds West 21.90 feet to an angle iron, a corner with the Henry property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with the Duke Power Co. property for two calls: South 85 degrees 04 minutes 20 seconds West 817.71 feet to an angle iron; South 79 degrees 32 minutes 31 seconds West 85.81 feet to a new 3/4-inch iron pipe, a new corner in the line with the Duke Power Co. property; thence three new lines: North 11 degrees 15 minutes 00 seconds West passing the center of a concrete monument on line at 200.02 feet and continuing on the same bearing 1637.07 feet to a total distance along this bearing of 1837.09 feet to a concrete monument; North 49 degrees 27 minutes 46 seconds West 235.72 feet to a concrete monument; North 87 degrees 40 minutes 33 seconds West 908.28 feet to the POINT OF BEGINNING, containing 205.053 acres gross, subject to a 5.184 acre parcel (a 68-foot wide Duke Power right-of-way) and subject to 6.453 acre parcel (a 200-foot wide Duke Power right-of-way) and being 193.46 acres net by coordinates; together with the nonexclusive use of a 60-foot wide right-of-way connecting the subject property to U.S. Highway 321, the center line of said right-of-way being more particularly described as follows:

BEGINNING on a point in the southwest boundary of the above described 205.053 acre tract; SAID BEGINNING POINT being located North 49 degrees 27 minutes 46 seconds West 163.55 feet from the center of a concrete monument; said monument being located South 62 degrees 44 minutes 32 seconds East 1484.37 feet from the N.C.G.S. Station "Claron", and said monument having the North Carolina grid coordinates of North 791,815.55 feet, East 1,254,129.95 feet;

thence from the POINT OF BEGINNING and with the center of the right-of-way for four calls: South 77 degrees 54 minutes 10 seconds West 470.00 feet to a point of curve; with a curve concave to the southeast having a radius of 520.00 feet and an arc of 247.33 feet and a chord of South 64 degrees 16 minutes 37 seconds West 245.00 feet to a point in tangency; South 50 degrees 39 minutes 05 seconds West 102.08 feet to a point of curve; with a curve concave to the northwest having a radius of 241.55 feet and an arc of 102.65 feet and a chord of South 62 degrees 49 minutes 33 seconds West 101.88 feet to a point on the east right-of-way of U.S. Highway 321.

As surveyed by Western Carolina Surveyors, P.A.; JOHN E. CLAY, RLS, on the 3rd day of February, 1995 and being their JOB #2758GR2.



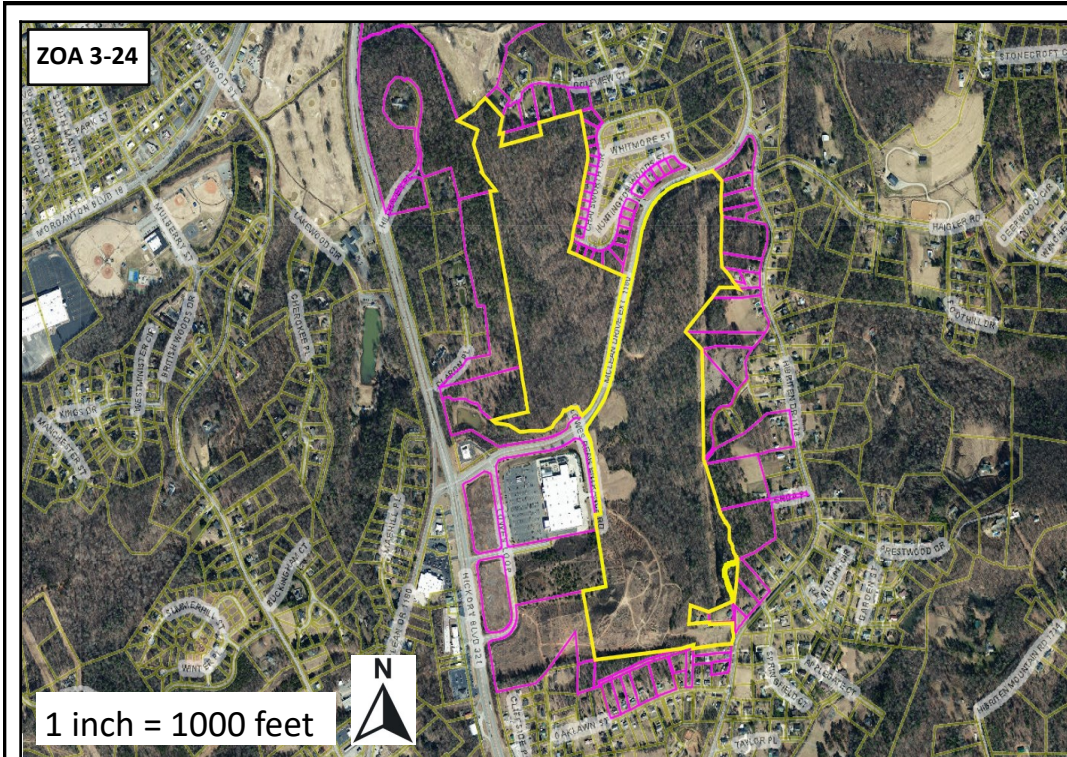
Staff Report

CONDITIONAL ZONING REQUEST

CASE NUMBER ZOA #3-24



LOCATION MAP/AERIAL PHOTOGRAPH



Subject Properties:

Broyhill Timber Resources

47 unique owners of abutting properties were notified.

SUMMARY

Owner

Broyhill Timber Resources

Applicant

Lennar Homebuilders
(Christian Jones)

Location

Off McLean Drive Ext

NC PIN

2759433724

Project Planner

Hannah Williams, AICP, CZO
Matt Duchan

Updated November 25, 2024

Applicant's Request:

The applicant is requesting a text amendment within CZ-9 to reflect a minimum setback of five (5) feet, and a minimum lot size of 3600 square feet.

Staff Recommendation:

Approval, with the proposed conditions outlined in the staff report.

Planning Board Recommendation:

Approval of the request.

Public Comment:

Applicant (Christian Jones) provided public comment with context for site layouts.

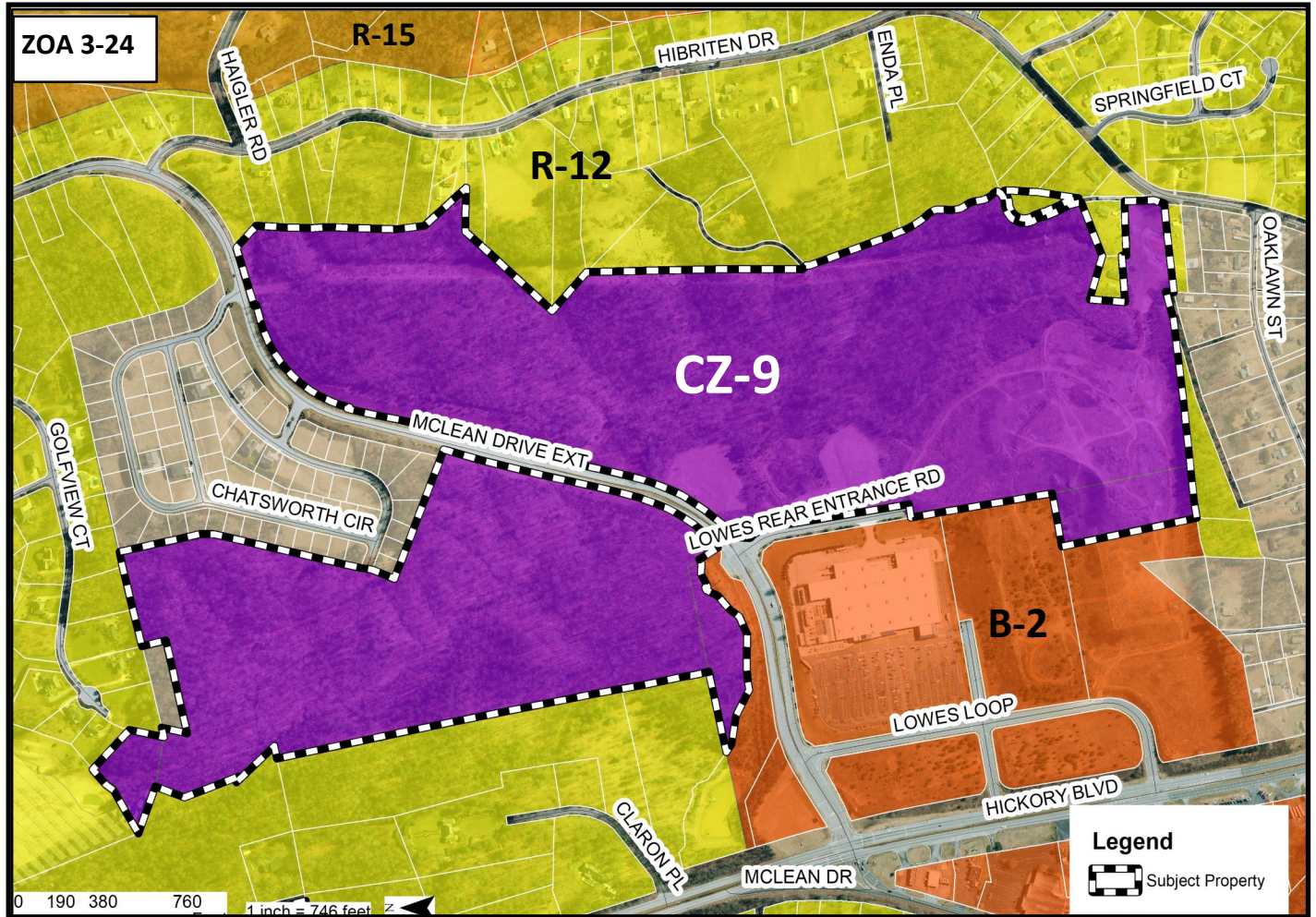
Planning Board Meeting: Scheduled for October 28, 2024. Notices were mailed to adjacent property owners on October 16, 2024.

City Council (Public Hearing): Anticipated to be scheduled for December 3, 2024.

ABUTTING PROPERTY OWNERS

Name(s)	Mailing Address	City	State	Zip
Ralph C. Anderson Jr.	1130-A HIBRITEN DR SE	LENOIR	NC	28645
Thomas & Elda Baker	1258A OAKLAWN ST SE	LENOIR	NC	28645
Sharon Bolen	607 HIBRITEN DR SE	LENOIR	NC	28645
Marcus & Allison Braswell	1301 WINHURST ST SE	LENOIR	NC	28645
Markham Broyhill	800 HICKORY BLVD SW	LENOIR	NC	28645
Broyhill Timber Resources	800 HICKORY BLVD SW	LENOIR	NC	28645
Charles & Elaine Bush	1108 HIBRITEN DR SE	LENOIR	NC	28645
Walter & Donna Clement	918 ENDA PL SE	LENOIR	NC	28645
William Clement	916 HIBRITEN DR SW	LENOIR	NC	28645
Danny & Robin Coffey	415 HUNTINGTON WOODS DR N	LENOIR	NC	28645
Dennis & Lillian Coffey	1218A OAKLAWN ST SE	LENOIR	NC	28645
CY Real Estate LLC	325 WILKESBORO BLVD NE	LENOIR	NC	28645
Duke Power Company - Tax Dept.	422 S CHURCH ST	CHARLOTTE	NC	28242
Jodi Ford	1240 OAKLAWN ST SE	LENOIR	NC	28645
Hart of the Coves LLC	1048 PRESTWOOD DR SE	LENOIR	NC	28645
David Land	579 DELLWOOD DR	NEWPORT NEWS	VA	23602
Nolan Lovins	1120 HIBRITEN DR SE	LENOIR	NC	28645
Lowes Home Centers - Tax Dept.	1000 LOWES BLVD	MOORESVILLE	NC	28117
Chad Martin & Keith Martin	810 HIBRITEN DR SE	LENOIR	NC	28645
Joseph & Lana McNeil	1252 OAKLAWN ST	LENOIR	NC	28645
Ronald & Cheryl Munday	511 GOLFVIEW CT	LENOIR	NC	28645
Alejandra Munoz-Daza	PO BOX 165	LENOIR	NC	28645
P B Realty LLC	2310 RISING SUN LN	MATTHEWS	NC	28104
Catherine Pate	3935 MOUNTAIN VIEW CIR	LENOIR	NC	28645
Josh & Chrystal Pate	1226 OAKLAWN ST SE	LENOIR	NC	28645
Piedmont Companies	PO BOX 1732	LINCOLNTON	NC	28093
Charles Pinkerton & Judy McGuire	504 GOLFVIEW CT	LENOIR	NC	28645
Darren Poarch	1258A OAKLAWN ST SE	LENOIR	NC	28645
John & Tressa Powell	863 CHEROKEE PL SW	LENOIR	NC	28645
Jessica Riggs	714 HIBRITEN DR SE	LENOIR	NC	28645
Pamela Robinson Trustees	PO BOX 1231	LENOIR	NC	28645
Michael Secreast	1114 HIBRITEN DR SE	LENOIR	NC	28645
Edward Setser	5710 WAVERLY LYNN LN	CHARLOTTE	NC	28269
Signature South Holdings Inc.	3138 S TRYON ST	CHARLOTTE	NC	28217
Barry Smith & Priscilla Walker	520 GOLFVIEW CT	LENOIR	NC	28645
William & Clydean Spicer	702 HIBRITEN DR SE	LENOIR	NC	28645
Alisha Stough	822C HIBRITEN DR SE APT L2	LENOIR	NC	28645
Marlene & Gerald Thomas	211 BLUE RIDGE DR	GREER	SC	29651
James & Judith Thompson	509 GOLFVIEW CT	LENOIR	NC	28645
Edwin & Lillie Trivette	1138 HIBRITEN DR SE	LENOIR	NC	28645
Edwin Trivette Jr.	3303 GRASSY KNOB LN	LENOIR	NC	28645
Wayne & Robin Whisenant	P O BOX 596	GRANITE FALLS	NC	28630
Justin White	1018 HIBRITEN DRIVE SE	LENOIR	NC	28645
Jesse & Peggy Wise	1238 OAKLAWN ST SE	LENOIR	NC	28645
Travis & Geneva Woods	1126 HIBRITEN DR SE	LENOIR	NC	28645
Keith & Rebecca Young	1216b OAKLAWN ST SE	LENOIR	NC	28645

EXISTING ZONING



BACKGROUND AND ANALYSIS

Intent of Conditional Zoning

The City of Lenoir's Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. Conditional Zoning is intended for use in unique development scenarios when a development proposal does not fit into a conventional zoning district, but may be desirable and compatible with an area depending on the specific details of the project and its surroundings.

The conditional zoning process gives the City sufficient flexibility to determine whether a specific project on a given site will be compatible with the environment and the Comprehensive Plan. Conditional Zoning is a legislative process requiring the Planning Board to review and make a recommendation to the City Council on the request. Each Conditional Zoning district is adopted as an ordinance and is recorded with the Register of Deeds.

Intent of Zoning Amendments

Zoning amendments are an essential component of planning and community development. Without the ability to amend zoning code, rules and regulations would remain static throughout history without policymakers and decision makers having the power to recommend and contribute to growth and change. Zoning amendments can be initiated by planning staff, the Planning Board, City Council, or a property owner (or someone financially influenced by the property (or properties) in question).

Through the zoning amendment process, stakeholders are afforded the right to make reasonable and suitable changes to their properties. These properties are governed by the Lenoir Zoning Ordinance within the confines of recommendations of the Comprehensive Plan as well as reasonable, suitable, or pragmatic planning practices where appropriate.

Subject and Surrounding Properties

The subject property is located on the north and south sides of McLean Drive Ext in the southeast quadrant of Lenoir. Several unnamed streams run through the subject property. The tract is conditionally zoned (CZ-9) as of October 2022 (see appendix A of recorded ordinance). The entirety of the property is undeveloped; The southern tract has been partially cleared and logging roads provide internal access. The northern tract is forested and hilly.

To the west of the subject property, the Lowe's area is zoned B-2 (General Business). The area around the McLean Drive and US-321 intersection has seen several commercial redevelopment projects in recent years. The areas to the north, east, and south are all single-family residential neighborhoods zoned R-15 and R-12. The northernmost property line of the subject property borders the Lenoir Golf Course.

Proposed Amendments

The applicant is proposing to add two conditions to the CZ-9 ordinance.

1. Minimum side setbacks of 5 feet.
2. Minimum lot size of 3,600 square feet.

These conditions would enable the developer to build a cluster subdivision that will include about 450 detached single-family homes.

Existing Regulations of CZ-9

In 2022, the original applicant conceptually designed "Overmountain Forest," and requested the ordinance CZ-9 to allow a residential development with a mix of housing types. The CZ-9 ordinance included three different sections, with required public road connections, open space ratios, public greenway, an HOA to manage open space and other community amenities. The density was set

BACKGROUND AND ANALYSIS (CONT.)

at 3.6 units per acre – resulting in a possible 558 units. The base district of these tracts is R-12, a medium density single family zone, and also would have allowed for this same maximum density. See the recorded ordinance and concept plan in Appendix A at the end of this report. The conditions of CZ-9 are also in comparison table on Page 6. The new applicant, Lennar Homebuilders, does not propose to change any of the already approved conditions.

Cluster Subdivisions

In the adopted CZ-9 zoning ordinance, clustering is discussed and implied in the phasing and density sections, but few development standards for clustering are given. The proposed amendments offer clustering development standards by describing a reduced minimum lot size and side setback. The required minimum lot size is not specified in the conditions of CZ-9, so the base district (R-12) minimum lot size stands- 12,000 sf. The required side setback is specified in CZ-9. For single family homes, it's 10 feet. The applicant is seeking to accomplish clustering with smaller lot sizes and setbacks (as proposed).

A cluster subdivision is a land development practice that helps communities to protect open space and environmentally-sensitive areas. By clustering development, homes are directed to specific areas throughout a tract of land to leave enough space for other amenities. In a development where open space is required to be 30% of the total land area, ample space is made for greenways and public amenities. It is common (and recommended) for cluster development to locate on cul-de-sacs or other lower-trafficked local streets to provide safe pedestrian connections to public spaces. Cluster subdivisions also tend to have smaller lot sizes to create more housing options for a growing population that demands them. It is common for lot width, lot size, and setbacks to be reduced to accommodate these needs.

Development Process/Next Steps

The Conditional Zoning Ordinance describes the permitted uses, development standards, and conditions of the zoning district agreed on by the developer and city. Details related to easements, streets, sidewalks, and stormwater provisions in each section (or subsection) will be established during the Major Subdivision process, consistent with the overall concepts allowed by the CZ ordinance, with a preliminary plat coming back before the Planning Board and City Council for a quasi-judicial hearing. The Preliminary Plat shows infrastructure to be installed, such as water, sewer, sidewalk, greenway, and roads. It also shows the proposed lot layout, and lot count.

Approval of the preliminary plat allows for infrastructure construction to begin. Once infrastructure is installed, the developer proposes the Final Plat for Council approval, at which point it is recorded with the Register of Deeds and the lots are officially subdivided/created. When the developer is ready to start construction of the homes, he or she will apply for zoning, building, driveway, and stormwater permits, as applicable. Planning staff will use the CZ ordinance to guide the Major Subdivision and administratively review zoning permits.

CZ-9 ORDINANCE WITH PROPOSED CHANGES AND PLAN CONSIDERATIONS

Conditions	CZ-9 (Adopted in 2022)	CZ-9 (Proposed Changes, 2024)
Base Zoning	R-12	No Change
Maximum Density	3.6 dwelling units per acre	No Change
Minimum Lot Size	12,000 SF (reverts to R-12)	3,600 SF
Open Space	At least 30 percent of overall acreage	No Change
Permitted Uses	Attached single-family, detached single family, low-rise multi-family	No Change
Proposed Uses	Sections 1 & 3: Attached single-family, detached single family, low-rise multi-family Section 2: Detached single family	Detached Single-family (not an amendment)
Minimum Setbacks	Front: 20 ft. Side: 10 ft. or 0 ft. Street side: 20 ft. Rear: 20 ft.	Front: 20 ft. Side: 5 ft. Street side: 20 ft. Rear: 20 ft.
Private Roads	Roads exclusively serving attached dwellings or multi-family uses.	No Change
Required HOA	Must be maintained for commonly-owned improvements including private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.	No Change
Network Connectivity	Sections 1-3	No Change
Stormwater/Low Density Design	Dispersed flow, vegetative conveyance; stormwater management required in areas above 2.4 du/ac.	No Change
Landscape Screening and Buffering	15' wide landscape screen where mature tree buffer does not exist along property lines abutting residential (???) zones.	No Change
Phasing	Each phase must be able to stand alone; greenway must be constructed in first phase; clubhouse/community amenity must be developed prior to 75% of any single phase or 30% of entire development.	No Change



CONSISTENCY STATEMENT/STAFF RECOMMENDATIONS

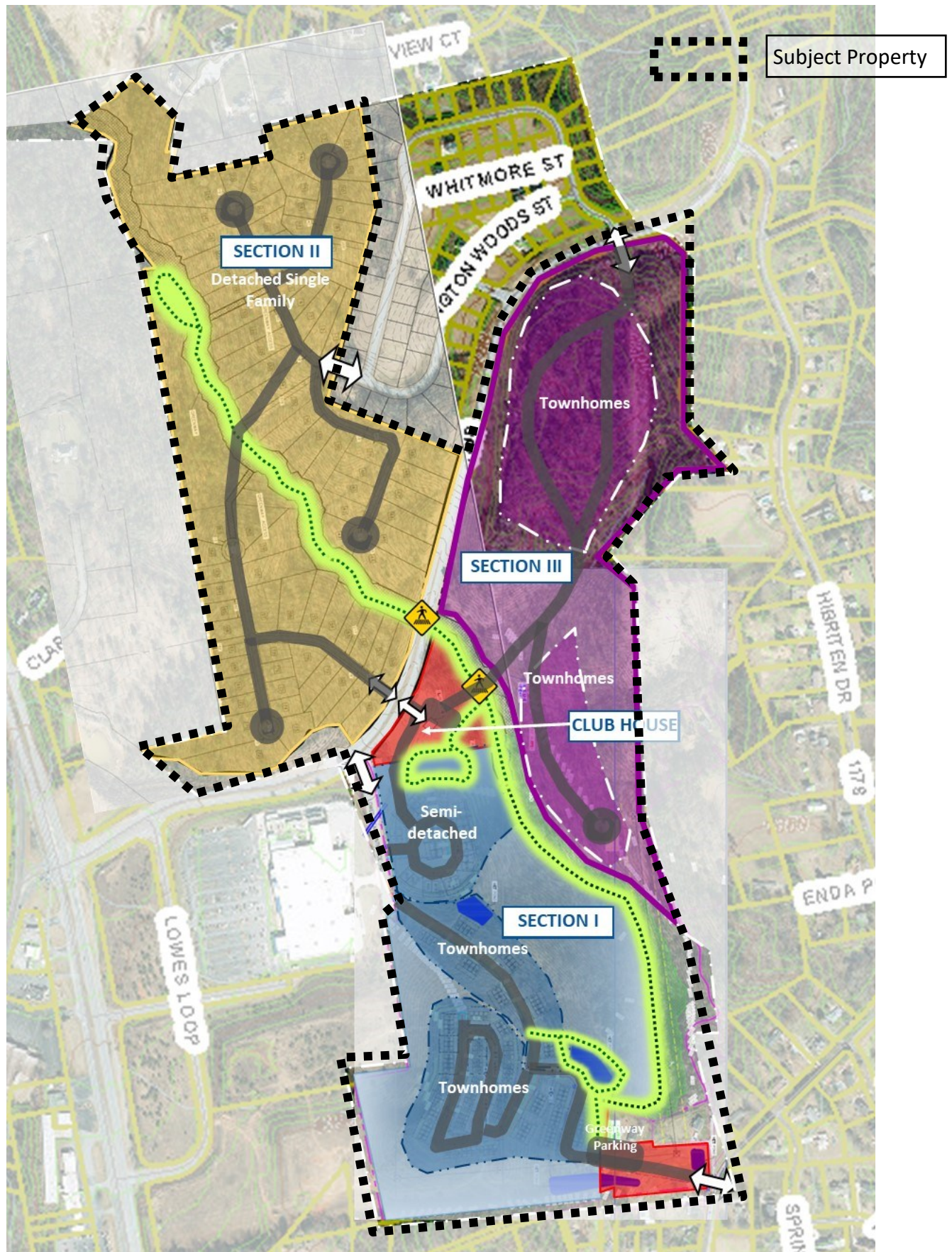
Consistency with the Comprehensive Plan/Reasonableness of Amendment

When adopting or rejecting any zoning amendment, City Council must adopt a brief statement describing whether or not the action is consistent with the City's Comprehensive Plan, in accordance with G.S. 160D-605(a), and must also address the reasonableness of any proposed map amendments. Staff offers the following draft statement on the consistency and reasonableness of the request.

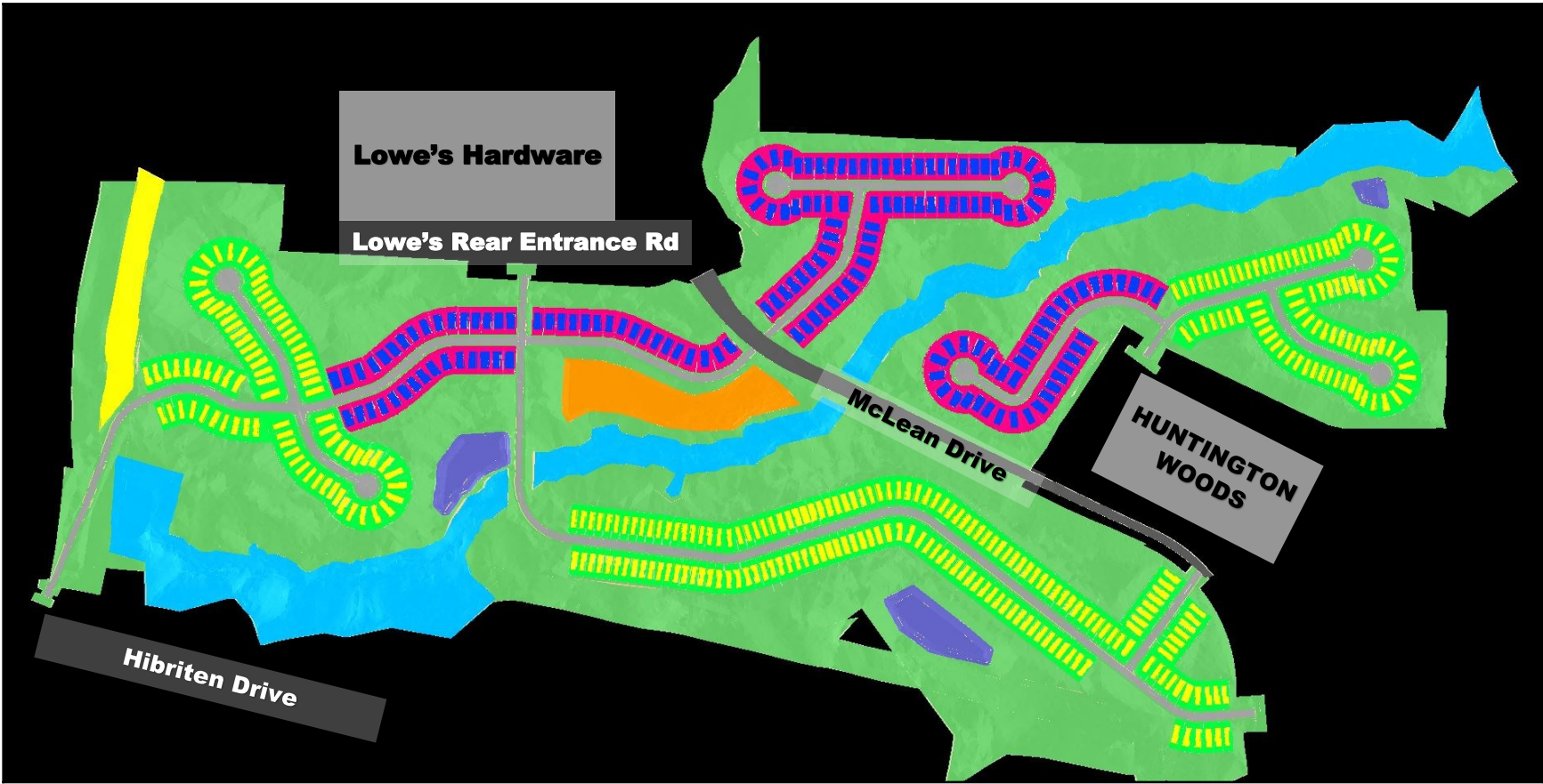
The proposed zoning amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as "medium density residential" and "mixed use with commercial" — while commercial uses aren't proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

PLANNING BOARD RECOMMENDATIONS

Planning board recommends approval of the request based on consistency statement and staff recommendations.



SITE PRELIMINARY PROPOSAL (SUBMITTED BY LENNAR)



SITE PHOTOS



Above: Section 1 proposed access (facing west from Hibriten Drive)



Above: Proposed extension of Lowe's Rear Entrance Road (name TBD)



Above: Tentative intersection of greenway bisecting development

Bottom Right: Phase II access from Huntington Woods' Chatsworth Circle



Above: Phase I, facing east from Lowe's Rear Entrance Road



**COMMITTEE OF THE WHOLE
TUESDAY, OCTOBER 22, 2024**

8:30 A.M.

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

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

Absent: Councilmembers Ike Perkins, Crissy Thomas and Brent Phelps, Police Chief.

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

II. CALDWELL COUNTY REVALUATIONS UPDATE: Josh Angle, Tax Administrator presented a power point update to City Council regarding Caldwell County's revaluations.

Mr. Angle reported on the number of revaluations in NC by year as follows:

- * 2021 = 24 Counties
- * 2022 = 10 Counties
- * 2023 = 23 Counties
- * 2024 = 21 Counties

Next, he reviewed a map of the 2025 Revaluation Counties. (A copy of the map is attached to these minutes as information.) Mr. Angle stated there are 49,547 residential parcels, 2,850 commercial parcels, and 171 industrial parcels for a total of 52,568 parcels that have a revaluation. He also shared there are 109,204 registered motor vehicles that have an annual revaluation. In addition, there are also 5,474 individual personal property accounts and 1,352 business personal property accounts that have an annual revaluation.

Mr. Angle further cited §105-283, Uniform appraisal standards, which states all property, real and personal, shall be appraised or valued at its true value in money. True Value shall be interpreted as meaning market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is

capable of being used.

Mr. Angle also shared that per NC law, NCGS §105-286 states counties are required to reappraise all real property (land and other structural improvements) as least once every eight years, but NCGS §105-286 also authorizes or possibly requires counties to reappraise real property more frequently than every eight years.

NCGS §105-284 states that, any county that falls below .900 (Sales Assessment Ratio) on their reappraisal value year (2021) or 4th (2025) and 7th (2028) year after their reappraisal year will have their Public Service Company values equalized using a weighted ratio.

NCGS 105-286 (A), (2) - If your county has a population greater than 75,000 (Caldwell is 80,652) and the Sales Ratio is greater than 1.15 or less than 0.85, the county must reappraise on the third year after being notified by the NCDOR.

Next, Mr. Angle reviewed market statistics and reported the median sale price of a house in August 2020 was \$160,000 and increased to \$255,000 in 2024. The average sale in August 2020 was \$188,005 and the price increased in August 2024 to \$319,389.

Mr. Angle further presented sales data for single-family residential and manufactured housing (real market data). In addition, Mr. Angle discussed methods used for appraising property which are as follows:

- 1) Market Approach- also known as the market comparison approach or market-based approach, is a valuation method that uses market prices to determine the value of an asset, business ownership interest. This approach is often used when there is a lot of data available about recent sales of similar assets.
- 2) Income Approach – a real estate appraisal method that estimates a property's value based on the income it generates.
- 3) Cost Approach – provides a value indication that is the sum of the estimated land value, plus the depreciated cost of the building and other improvements.

Mr. Angle explained that Caldwell County will be purchasing a marketing tool referred to as MLS which is a multiple listing service. The cost of the software is \$20,000 and he remarked it will be cost effective. Mr. Angle shared Caldwell County is also hiring an individual to appraise commercial and industrial property.

Mr. Angle stated January 1, 2025 is the effective date for reappraising all real property at 100% of market value. In addition, he reported that January 31, 2025 is the date for revaluation notices to be sent to all property owners and the appeals process begins. Mr. Angle stated the Board of Equalization and Review convenes to hear formal appeals beginning April 2025 and stated the appeals period ends on or before the third Monday in May.

On behalf of City Council, Mayor Gibbons thanked Mr. Angle for the good report.

III. CITIZEN COMMENTS

- A. Jennifer Indicott, addressed Council about the number of bike riders that participated in the Mountains to the Coast Great Trail bike race recently and who also visited the downtown area along with non-food businesses during their stay. Ms. Indicott suggested this was a reason the City Council should consider making the Social District available on Sunday.

IV. COMMITTEE ITEMS

- A. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following report:
1. LFD Infrastructure Repair (Sinkhole): The Project is currently on hold as Staff looks at a different approach to the utility i.e. water and sewer relocation portion of the project.
 2. Hospital Avenue Sidewalk Project: The Project is still on schedule for a November LET. However, due to Hurricane Helene, utility relocation schedule, materials and contractor availability may push the LET date beyond our timeline..
 3. Phase III Gateway Project: The Surveying Company is still on schedule to start survey work in the next week. We have also added a 4th location on 321 traveling south from Blowing Rock.
 4. Veterans Memorial Project: We are awaiting prices from monument companies based on the design presented to the committee.
 5. Clock Tower: The Design is complete, and Staff is scheduling a future meeting with WNC Sculpture Center and donors to discuss moving forward.
 6. Park Gate Project: Gates have been installed and are operational in both the JE Broyhill and TH Broyhill Walking Parks.
 7. Update: Blue Ridge Memorial Park & Master Plan: Director of Special Projects and Grants Jared Wright reported that in 2023, the City of Lenoir contracted with McGill Associates to complete a master planning effort for future development of the remaining unimproved property at Blue Ridge Memorial Park. The goals of the plan included identifying local zoning regulations with setbacks and buffering requirements potential utility needs, connectivity to Wildwood Road (NCDOTSR1548), environmental impacts and constraints, and a schematic layout of future roads and dedicated burial spaces.

Director Wright reviewed the background information for Blue Ridge Memorial Park and stated the cemetery occupies City-owned, non-contiguous property on Wilkesboro Boulevard, just beyond the municipal limits. The total property acreage for the two cemetery parcels is approximately 43 acres, with the existing developed cemetery comprising over 26 acres and the proposed expansion area being the remaining 16 acres.

A copy of the proposed map and site plan are attached to these minutes as information.

In addition, two (2) expansions of the existing cemetery have occurred within the last 5 to 6 years, and these included survey and layout of the "Tranquil" and "Serenity Cove" sections. These are the last two remaining, developable sections in the existing cemetery. Director Wright further stated that beginning in 2020 with the COVID-19 pandemic, grave sales and burials have steadily increased, thus prompting a heightened need and prioritization to develop a plan for expansion on the remaining property.

Superintendent Terrance Banner explained the layout of the cemetery and said 132 plots have been sold so far in 2024. Mr. Banner said there were 3 years of sales left for plot purchases and shared that Belleview Cemetery is sold out. A brief discussion was held about the number of cremations increasing. He reported the current cemetery includes approximately 14,000 gravesites and 192 columbarium niche spaces. Each niche has space for 2 interments. These are positioned within 15 distinct, named cemetery sections. He also mentioned roads and travel aisles surround the sections and form physical barriers separating sections plus offering access, parking and vehicular circulation throughout the cemetery.

Director Wright also mentioned adding amenities including a gazebo to section F and placing benches for dedicated seating areas throughout Blue Ridge in order for families to have a place to sit while reflecting on their loved ones.

Next, Superintendent Banner reported the cost of installing 8 new panels will be \$50,000 and equals to 128 new spaces. He also shared the cost of a plot for individuals living inside the city limits is \$750 and \$1,500 for individuals living outside of the city limits. Discussion centered on the remaining space and design of the project. It was noted the city will formally seek bids for the project.

Public Works Director Hogan commended Superintendent Banner and staff for the good report. Mayor Gibbons also thanked them for the good information.

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

- 1) Finley Water project: The plans and specs are under review by Public Water Supply and Land Quality.
- 2) Valdese Water Interconnection: Preliminary engineering work is underway to review pump station alternatives, lake crossing methods, and the water main route through Caldwell County to the tie-in. A review meeting will be scheduled with the City in the next several weeks.
- 3) Harper Ave Sewer Replacement: Survey work has been completed, the existing sewer pipe slopes have been evaluated, and the proposed sewer layout is being finalized.
- 4) West Ave./Ridge St. Sewer: Sewer route alternatives were sent to the City for review. The City has requested McGill Associates to proceed with design of the replacement sewer along West Avenue and Ridge Street
- 5) Water and Sewer AIA: The preliminary and inventory work will continue to increase in October and November.

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- 6) Rhodhiss Flashmix Basin: The project is going well and is on schedule.
- 7) Lead Service Line Inventory: The initial inventory has been submitted and required notifications have been sent to Lisa at Express Business Systems. They will be mailed on/about November 1, 2024. Additional information is available at the following website: <https://diamondmaps.com/map.ashx?mid=26929>.

IV. COMMUNITY DEVELOPMENT

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board cancelled its meeting on Thursday, October 10 due to Hurricane Helene impacts and recovery efforts. The next meeting is scheduled for Thursday, November 14. Brenda Floyd, Main Street & Economic Development Director presented the following report:
 - 1) The annual Wood, Fire, Smoke event was held on October 19 in the County parking lot and Hogwaller stage area. The event was a huge success.
 - 2) The Mad Hatter Pumpkin Patch Parade and downtown trick or treat was held on Thursday, October 31 from 3:00 p.m. – 6:00 p.m. Additional events were held as well.
 - 3) Light up Lenoir is scheduled on Thursday, November 21 and several groups will also be performing during the event. Director Floyd stated a 30-foot tree will be put up on the square.
 - 4) The annual Christmas Parade will be held on Friday, December 6 beginning at 6:30 p.m. Also, carriage rides will be held in the downtown area on December 9, 10, 11, 16 & 18.

- B. Planning Board: The Planning Board met on Monday, October 28. Hannah Williams, Planning Director presented the following report:

1. The Board of Adjustment met on Monday, October 21. Director Williams presented the following update of the meeting. The Board granted Variance 2-24 for Coyote Creek Place and denied Variance 3-24 for the Hogwaller Stage off of Church Street. In addition, the board denied Appeal 1-24 for Morganton Boulevard.

The Planning Board will meet on Monday, October 28 to discuss a text amendment to CZ-9 ordinance, as well as the light pole banner ordinance. Director Williams stated that to her knowledge as floodplain administrator, she has not seen or heard of any major flood damage to structures in the city during hurricane Helene. She also described public input efforts for several city planning projects and reported the Parks and Recreation's Master Plan Survey is available on the website at cityoflenoir.com.

Next, Director Williams stated the Consultants for the Comprehensive Plan and Recreation's Master Plan were at the Wood, Fire, Smoke festival on October 19, along with Consultants for the MPO's Transportation Safety Plan to solicit public input. The next community Open House for the Comprehensive Plan will be held on Thursday, November 7 at the Martin Luther King, Jr. Center beginning at 5:30 p.m.

- C. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, October 21 at 6:00 p.m. at the Aquatic & Fitness Center. Phil Harper, Parks & Recreation Director presented the following report:
 - 1) The automatic gates at the TH Broyhill Walking Park appear to be working out well.

- 2) Recreational soccer will finish at the end of October & travel soccer will end by Thanksgiving.
- 3) Youth basketball/cheer registration began on Wednesday, October 16 with practices in November & December and games to begin in January.
- 4) Caldwell Pathways inquired about applying for a grant to place new trash containers at the Greenway entrances. Following approval, they would be able to purchase six new containers including shipping costs.
- 5) The 2024 Cycle North Carolina (Mountains to Coast) Bike Race went well with 775 bikers participating in the challenge. There were 42 states represented along with the United Kingdom and Canada.
- 6) The Martin Luther King, Jr. Center will host the annual drive-through Trunk or Treat event scheduled for Thursday, October 31.

D. Director of Special Projects and Grants Jared Wright gave the following report:

PROJECTS

1. PARTF Zacks Fork Splash Pad – The slab pour did not happen as scheduled due to impacts by Hurricane Helene. The Contractor is back on-site this week to complete slab prep, and pouring within the next week & a half. The project is anticipated to be complete in early to mid-November.
2. PARTF Rotary Soccer Complex Picnic Shelter – The Project is expected to begin within the next couple of weeks and Director Wright will coordinate with the Splash Pad contractor to minimize disruption to each operation.
3. PARTF Remaining Elements – The Design-Build delivery method was approved on October 15 by City Council and the Request for Qualifications (RFQ) will be published by the end of October. The review and recommendation to award is expected to be on the December 3 Agenda for consideration of approval.
4. MRC Rooftop drainage and façade repairs – The gutter installation is almost complete at the Mulberry Recreation Center (MRC) and City staff will self-perform the replacement of the underground drainage system to accept rooftop runoff from gutters. These elements create a critical path to the gym floor replacement and need to be completed prior to floor placement.
5. MRC Gym Floor Replacement – Material delivery is scheduled for the first week of November for the Mulberry Recreation Center gym floor replacement and work will begin immediately thereafter.
6. MRC Pickleball Court Renovation – Work will begin Monday, October 28 at Mulberry Recreation Center for the Pickleball Court Renovation and the courts will be closed to the public during construction.
7. UPCG Teaching and Learning Pavilion – Construction is ongoing for this project.
8. MLK Improvements – A Notice to Proceed is established for November 11 (after Election Day as the Martin Luther King, Jr. Center is a polling place. Also, a Comp Plan public meeting is scheduled for November 7.
9. TH Broyhill Walking Park Retaining Wall Replacement – The rendering for the revised design will be provided and once it is approved, work will begin as soon as possible.
10. Campus Improvements Project – The project is in the final schematic design phase, transitioning to final design/construction drawings. The preliminary budgets are underway by the City Manager.
11. LFD Infrastructure Repair (Sinkhole) – New sanitary sewer replacement – the alternative route has been reviewed and approved by staff. McGill Associates will

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begin working on the design. This alternative should shallow the proposed line from 35-feet (existing) to 15-18 feet (proposed).

FUNDING APPS

ARC funding application – A \$500,000 funding application was submitted on July 26, 2024 for the OVT Pavilion and responses to follow-up questions are in-process. This project was delayed due to Hurricane Helene.

Great Trails funding application – A \$497,994 funding application for OVT Connector will be submitted on November 12, 2024.

- V. **Finance and Administration:** Finance Director Donna Bean presented the September Financial Summary as of September 30, 2024.

The over/under balance in the General Fund is \$8,832,228.62, Downtown District (\$35,422.88) and Water & Sewer Fund \$622,927.48.

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

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

1. **Employee Holiday Bonus Request:** Finance Director Bean presented a bonus request for employees that will be graduated based on years of service as of November 1, 2024. The years of service range from 1 to 5, 6 to 10, 11 to 15 and 16 to 20 and 21+. Director Bean also reviewed the gross cost of the bonuses which is \$87,420.55.

(A copy of the Bonus Request is attached to these minutes as information.)

The date of service will be determined as of November 1, 2024 and will be computed using full-time years of consecutive service. She further shared the bonuses will be distributed on November 22, 2024 for active employees as of November 20, 2024 who have not submitted a resignation as of November 20, 2024.

City Councilmembers were in agreement to approve the proposed bonus for city employees.

Motion

Upon a motion by Councilmember Beal, City Council voted 5 to 0 to approve the Bonus Request in the amount of \$87,420.55 for eligible city employees as presented by Finance Director Bean.

- A. **Update: Public Communications:** Joshua Harris, Public Information Director referred to the September Communication Report as information. There were 4 new releases, 140 social posts, 458 photos, 2 videos, and 74 web updates. The website had a total of 44,676 views along with 807 video views. Social followers total 57,229 and there were 827 new followers this month. Director Harris asked Staff to send him any news/stories they would like to have published.

VI. Public Safety

- A. Update; Police Department: Andy Wilson, Police Major presented the following report: Major Wilson stated staff is in the process of filling one position. He also reported their lounge renovation is underway and commended Building Maintenance staff for the great job they are doing. Major Wilson briefly reviewed highlights of the Department's 3rd quarterly report.
- B. Update; Fire Department: Norman Staines, Fire Chief presented the following report:
- The Quarterly report will be submitted for the January meeting. The timing of Hurricane Helene, a substantial increase in calls and losing CAD during the event slowed our reporting.
 - As recovery continues, the Department was back to normal last week. We still have a few Hurricane related issues, but they are easily absorbed into daily operations.
 - October is Fire Prevention month and staff has been busy conducting fire prevention activities. Activities scheduled during school closures are being rescheduled with new dates.
 - Currently, we have one opening that we are working to fill and we have one upcoming retirement with Captain Morrow retiring at the end of November.

VII. OTHER

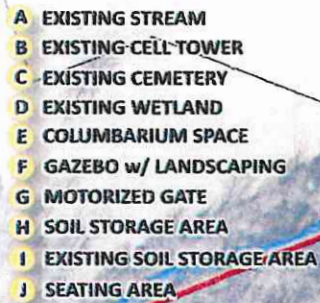
- A. November Calendar: The calendar for the month of November was provided in the packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

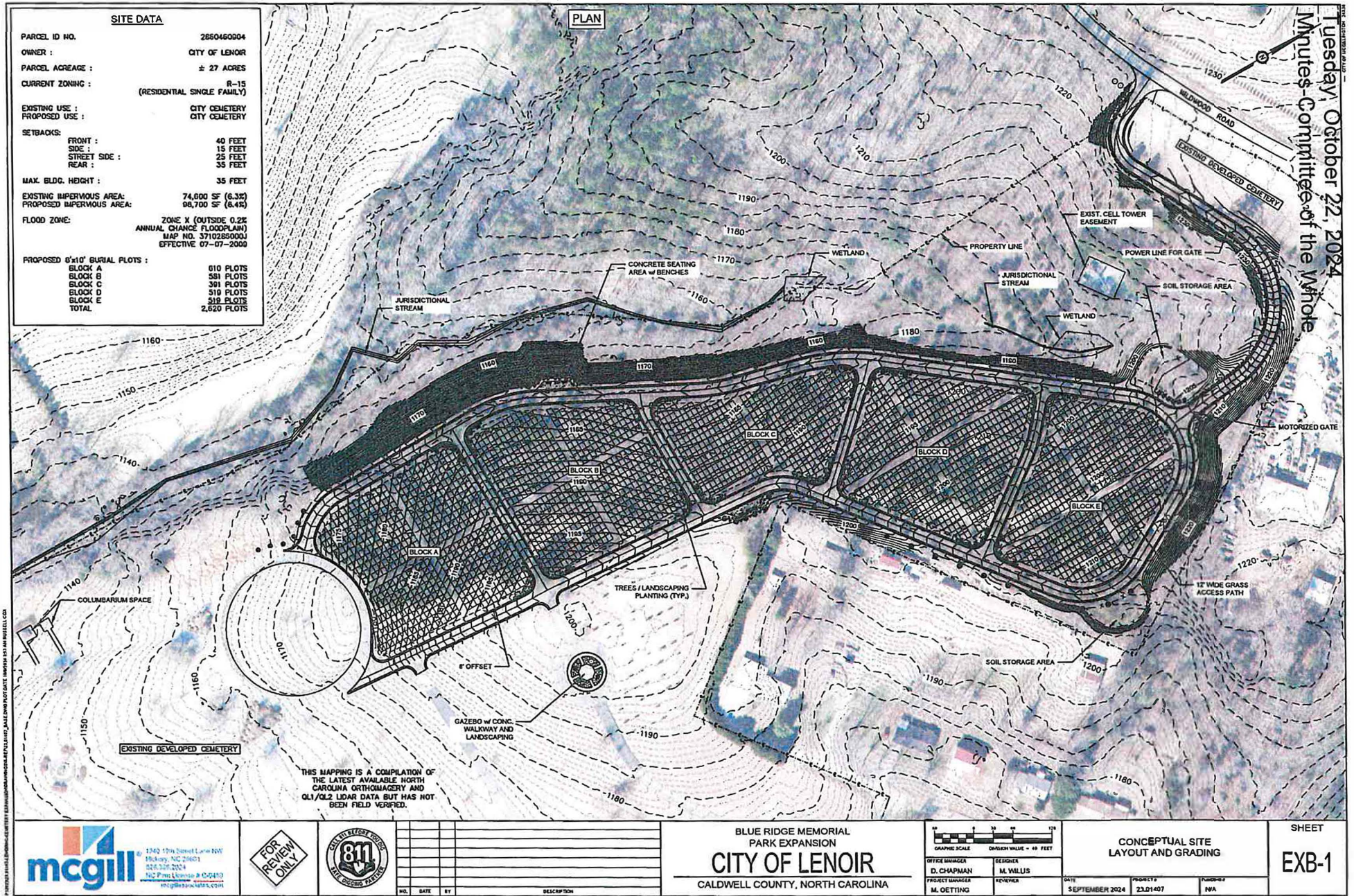
- A. There being no further business, the meeting was adjourned at 10:35 a.m.

Attachments

Map & Site Plan-Proposed Blue Ridge Memorial Park Expansion
September Financial Summary
Bonus Request Spreadsheet



Blue Ridge Memorial Park Master Plan



 City of Lenoir Financial Summary As of 9/30/2024 					
General Fund					
	2024-2025 Budget	9/30/2024	% of Budget	Change from Previous Year	9/30/2023
Total Revenue	\$ 23,751,580.00	\$ 14,881,295.63	63%	\$ (1,033,007.42)	\$ 15,914,303.05
Expenditures	\$ 23,751,580.00	\$ 6,049,067.01	25%	\$ 658,838.46	\$ 5,390,228.55
Over/Under	\$ -	\$ 8,832,228.62		\$ (1,691,845.88)	\$ 10,524,074.50
Downtown District					
	2024-2025 Budget	9/30/2024	% of Budget	Change from Previous Year	9/30/2023
Revenues	\$ 264,700.00	\$ 16,966.16	6%	\$ (2,929.42)	\$ 19,895.58
Expenditures	\$ 264,700.00	\$ 52,389.04	20%	\$ (2,063.19)	\$ 54,452.23
Over/Under	\$ -	\$ (35,422.88)		\$ (866.23)	\$ (34,556.65)
Water/Sewer Fund					
	2024-2025 Budget	9/30/2024	% of Budget	Change from Previous Year	9/30/2023
Revenues	\$ 11,770,028.00	\$ 2,970,489.20	25%	\$ 126,414.95	\$ 2,844,074.25
Expenditures	\$ 11,770,028.00	\$ 2,347,561.72	20%	\$ 233,883.37	\$ 2,113,678.35
Over/Under	\$ -	\$ 622,927.48		\$ (107,468.42)	\$ 730,395.90

The date of service will be determined as of 11-1-2024. Service will be computed using full time years of consecutive service. The bonuses will be distributed on 11-22-24 for active employees as of 11-20-24 who have not submitted a resignation as of 11-20-24.

**LENOIR CITY COUNCIL
TUESDAY, NOVEMBER 5, 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, and Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, 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 Works Director Jon Hogan, Director of Special Projects & Grants Jared Wright and Public Information/Communication Director, Joshua Harris.

Shelby Powell, Lenoir News Topic was also in attendance at the meeting.

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;
MILLIE BROOKS
FAMILY:**

- B. On behalf of City Council, Mayor Gibbons asked everyone to keep former Mayor Jerry Brooks' family in their thoughts and prayers as his wife Millie passed away last week. Mrs. Brooks was a leader at First Baptist Church in Lenoir and also in the community. Mayor Gibbons stated she was loved by everyone and will be greatly missed.

**CONDOLENCES;
SYLVIA NEELY
FAMILY:**

- C. On behalf of City Council, Mayor Gibbons asked everyone to keep the family of Sylvia Neely in their thoughts and prayers as Ms. Neely passed away on November 5. Ms. Neely was the aunt of Councilmember Crissy Thomas and the sister of Ms. Thomas' father, Alvin. Ms. Neely will be deeply missed by her family, friends and the community.

**PRAYERS FOR COUNTRY
& LEADERSHIP:**

- D. On behalf of City Council, Mayor Gibbons asked everyone to keep our country in their thoughts and prayers due to events that are happening around the world. He also reminded everyone to vote if they haven't already as by our vote we are deciding on our future leaders.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. There were no public hearings at this time.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 22, 2024 as submitted.
- B. Minutes: Approval of the City Council minutes of the Joint Lenoir City Council and the Caldwell County Commissioners meeting of Tuesday, October 2024 as submitted.
- C. Freese & Nichols, Inc.; Professional Services Agreement: Consideration to approve the submitted LCRI Phase 3-Completion of Service Line Inventory Through Field Services Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. FNI). (A copy of the Professional Services Agreement is attached to these minutes as information.)
- D. Capital Project Ordinance; Reserve (Water): Request City Council to adopt the Capital project Budget Ordinance for the Water Capital Projects as agreed upon in the Water Purchase and Allocation Agreement #2 in the amount of \$6,880,000.00. (A copy of the Capital Project Ordinance is attached to these minutes as information.)
- E. Proclamation; Small Business Week: Approval of a proclamation proclaiming Saturday, November 30, 2024 as Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities. (A copy of the proclamation is attached to these minutes as information.)

Mayor Gibbons read a portion of the proclamation and encouraged everyone to support the small businesses on Saturday, November 30 and continue throughout the year.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 7 to 0 to approve Items A through E on the Consent Agenda as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

CALENDAR: 1. The November calendar was provided to City Council listing various meetings and events.

COMMUNITY

MEETINGS: 2. There will be two neighborhood meetings for the Whitnel and West End areas on Wednesday, November 6 at 5:30 p.m. at the Mulberry Recreation Center. These meetings will take place at the same time.

PUBLIC MEETING; COMPREHENSIVE

PLAN & PARKS & RECREATION

MASTER PLAN: 3. A meeting is scheduled for Thursday, November 7 at 5:30 p.m. at the Martin Luther King, Jr. Center for the Comprehensive Plan Community Open House and including the Parks & Recreation Master Plan.

HOLIDAY

CLOSING:

4. City offices will be closed on Monday, November 11 in observance of Veterans Day. The Dysart-Kendall Post 29 will also host a Veterans Day service at 11:00 a.m. at the downtown stage area.

EAC; FIELD

TRIP: 5. The Economic Advisory Committee will take a Unifour Housing Field Trip on Tuesday, November 12 beginning at 8:15 a.m.

ABC BOARD: 6. The ABC Board will meet on Thursday, November 14 at 2:00 p.m.

LENOIR BUSINESS

ADV. BOARD: 7. The Lenoir Business Advisory Board will meet on Thursday, November 14 at 6:00 p.m. at City Hall, Third Floor.

**CANCELLED;
MEETINGS:**

8. The City Council will not meet on Thursday, November 19 and the Committee of the Whole will also not meet in November.

PLANNING

BOARD: 9. The Planning Board will meet on Monday, November 25 at 5:30 p.m. at the City/County Chambers.

ANNUAL TURKEY

TUESDAY EVENT:

10. The tenth annual Drive-By Community Turkey Tuesday event will be held on Tuesday, November, 26 beginning at 5:00 p.m. at the Martin Luther King, Jr. Center located at 313 Greenhaven Drive until all of the turkeys have been handed out. One turkey will be given per family or a person may walk up to receive one turkey.

Councilmember Thomas shared they are expecting a large crowd this year and also said donations of frozen turkeys or monetary donations are being accepted.

B. Items for Council Action

MINIMUM HOUSING

ORDINANCE; 2118 HAVEN

CIRCLE SW: 1. Staff recommends approval of an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property located at 2118 Haven Circle SW, Parcel ID 09140 1 29 and NCPIN 2749548343 as submitted.

A copy of the recorded Minimum Housing Ordinance is attached to these minutes as information.

City Manager Hildebran stated photos of the property damages and copies of the receipts of when the letters were mailed to property owners were included in the agenda packet as information.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the Minimum Housing Ordinance for property located at 2118 Haven Circle SW as submitted and as recommended by City staff.

**MINIMUM HOUSING ORDINANCE;
1325 UNDERDOWN AVENUE SW:**

2. Staff recommends approval of an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property located at 1325 Underdown Avenue SW, Parcel ID 06 39 2 6 and NCPIN 2749571542 as submitted.

A copy of the recorded Minimum Housing Ordinance is attached to these minutes as information.

City Manager Hildebran stated photos of the property damages and copies of the receipts when the letters were mailed to property owners by staff were included in the agenda packet as information.

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to adopt the Minimum Housing Ordinance for property located at 1325 Underdown Avenue SW as submitted and as recommended by City staff.

DEBRIS AGREEMENT

REMOVAL: 3. City Manager Hildebran presented a Debris Removal Agreement between the City of Lenoir and Caldwell County for consideration of approval by City Council. Mr. Hildebran stated the terms of the agreement is for six (6) months, but it may extend beyond this time period.

A copy of the Debris Removal Agreement is attached to these minutes as information.

City Manager Hildebran explained debris was currently being taken to a lot in Sawmills. The County contacted the City to see if any additional locations in Lenoir were available as well. Mr. Hildebran stated the City is currently with Caldwell County and mentioned the former furniture site located at the corner of College Avenue and Virginia Street was approved by FEMA as a site to take debris. Caldwell County contractors will be using a tub grinder machine to assist with taking care of the debris.

City Attorney Rohr stated David Lackey, County Attorney, prepared the land use agreement between the City and County and upon speaking with both managers, neither manager had any issues about the agreement. Attorney Rohr stated he has reviewed the agreement and recommends the City move forward with it.

City Attorney Rohr explained he asked County Attorney David Lackey to prepare the agreement since he is more involved in contract work than he is.

Councilmember Stevens led a brief discussion regarding the cross ties that were left at the site. Mr. Hildebran stated they will be removed and taken to the landfill by City staff and that Caldwell County has agreed to pay the tipping fees for having them removed.

There being no further public participation, City Council voted 7 to 0 to adopt the Land Use Agreement between the City of Lenoir and Caldwell County 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 6:25 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CALDWELL §

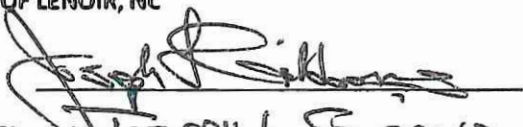
This Agreement is entered into by City of Lenoir (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as City of Lenoir LCRR Phase 3 – Completion of Service Line Inventory Through Field Services.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$155,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Caldwell County, North Carolina.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

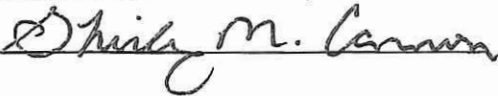
CITY OF LENOIR, NC

By: 

Name: JOSEPH L. GIBBONS

Title: MAYOR

Date: 11-19-2024

Attest: 

FREESE AND NICHOLS, INC.

By: 

Name: Brian T. White

Title: Principal / Vice President

Date: October 22, 2024

Attest: 

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

PROJECT UNDERSTANDING

The U.S. Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR went into effect on December 16, 2021 with a compliance date of October 16, 2024. This revision requires cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper to comply with the LCRR. On October 7, 2024 the EPA released the Lead and Copper Rule Improvements (LCRI) to further clarify and strengthen the LCRR. Lenoir has met the LCRR compliance requirements due October 16, 2024 but will continue to develop their Service Line Inventory over the next few years and prepare for LCRI requirements.

Freese and Nichols, Inc. (FNI) recommends the City of Lenoir (City) achieve compliance through a phased approach as follows.

- **Completed Phases not Included in this Scope and Fee:**
 - Phase 1 – LCRR Data Collection and Effort Assessment
 - Phase 2 – Initial Service Line Inventory Development
- **Current Phase: Phase 3 – Completion of Service Line Inventory Through Field Services**
- **Future Phases not Included in this Scope and Fee:**
 - Phase 4 –Additional Compliance Preparations for the Lead and Copper Rule Improvements Compliance Deadline (Sample Plan Update, Schools Sampling and Public Communication)
 - Phase 5 – Lead Service Line Replacement

The level of effort related to Phase 4 and 5 may be prepared as part of a future proposal if and when requested by the City. A detailed description of the work associated with each phase of the compliance program can be found in the *Phase 1 Initial Risk and Resource Screening Report*.

BASIC SERVICES

FNI will provide the following basic services for **Phase 3 – Completion of Service Line Inventory Through Field Services (Project)**. The goal of this phase is to assist Lenoir with continuing development of their Service Line Inventory (SLI) to reduce the number of service lines of unknown material. Phase 3 will include field inspection planning, SLI support and development, and funding support.

Task A: Project Management:

FNI will coordinate project management, quality assurance and quality control, and regular client meetings with the City.

1. **Project Management:** FNI will provide planning, monitoring, and control of the Project, as well as team coordination and project administration.
2. **Quality Assurance and Quality Control:** FNI will provide Quality Assurance and Quality Control (QA/QC) review of collected data, planning, and documentation for the Project. FNI's senior advisor(s) will provide Project guidance and review of all deliverables.

ATTACHMENT SC

3. Meetings: FNI will coordinate up to fourteen (14) virtual monthly meetings with the City to discuss progress with Tasks B and C. The effort for the monthly meetings and associated deliverables will be distributed between Tasks B and C.

Task A Deliverables:

1. Meeting agendas (email)
2. Meeting minutes (email and/or PDF)
3. Monthly progress reports (PDF delivered with monthly invoice)
4. Monthly invoices (divided into effort per Project Task)

Task A Assumptions:

1. The project will have a fourteen (14) month duration.
2. Discussion of Task B and Task C progress and deliverables will take place during the monthly progress meetings unless additional meetings are specified below.
3. The Project invoice will list effort per Task (A – D).

Task B: Field Inspection Planning:

FNI will assist Lenoir with field inspection planning to support the City with reducing service lines of unknown material in their SLI.

1. Procurement Support: FNI will provide a scope of work, including a system map, that Lenoir can include in a Request for Proposals (RFP) to procure inspection contractors. FNI will review contractor proposals and make a recommendation on contractor selection to the City. FNI will develop questions and host interviews with the top three (3) contractors if multiple contractors submit to help in selecting contractors for field inspections.
2. Field Inspection Location Planning: FNI will support Lenoir with field inspection location planning to help prioritize areas of Lenoir's water system for service line material verification. Areas for prioritization include areas that potentially meet the representative distribution criteria in the North Carolina Department of Environmental Quality's (NC DEQ) *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*.
3. Field Inspection Data Review: FNI will support Lenoir with review of service line material data gathered through inspections and provide feedback and updated instructions for inspectors, as needed, to ensure the data gathered can be used in the SLI.
 - a. Coordinate up to one (1) in-person meeting and two (2) virtual meetings with the City and contractor(s) to kickoff field inspection efforts.
 - b. Review the service line material data from field inspections conducted from the City's current vendor contract and provide direction to improve data entry going forward.
 - c. Provide weekly QC of service line material data and photos (2 – 4 hours per week) exported from the City's Diamond Maps application. Data will be examined for gaps or items requiring clarification. FNI will provide follow up questions and/or direction to the City and contractors, as needed.
 - d. Provide monthly progress reports (by email with an Excel spreadsheet and at meetings specified in Task A) summarizing the inspection progress, notable issues (related to inspection process or customer interactions) and their resolution, and upcoming inspection goals.
4. Predictive Modeling Feasibility Assessment: FNI will conduct a predictive modeling feasibility

ATTACHMENT SC

assessment using NC DEQ's *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*. FNI will use Lenoir's SLI and field inspection service line material verification results for the feasibility assessment. FNI will coordinate email correspondence and up to two (2) meetings with the North Carolina Department of Environmental Quality (NC DEQ) to discuss predictive modeling questions.

Task B Deliverables:

1. Scope of Work (Word document) and system map (PDF)
2. Table of service lines prioritized for field inspection (Excel spreadsheet with a common service line identifier that the City can relate to their Diamond Maps application)
3. Monthly field inspection service line material verification QC notes (Word document and/or Excel spreadsheet) for up to twelve (12) months
4. Monthly field inspection progress reports (Excel spreadsheet) for up to twelve (12) months.
5. Predictive modeling feasibility assessment documentation (PDF)

Task B Assumptions:

1. The City will prepare the bid packet for the RFP and coordinate the bid submittal process.
2. The City will select and manage contractor(s), and all inspection contracts will be directly between the City and its contractor(s) rather than through this contract as a subconsultant.
3. The City will be the primary point of contact for contractor(s).
4. FNI will directly communicate to contractor(s) with the City's permission.
5. For Field Inspection Location Planning, Task B2 does not include effort to determine the exact locations or quantities for field inspections, which are anticipated to depend on several factors not evaluated in this Project (e.g., homeowner permissions, vendor costs). The system will be categorized spatially with a target number of inspections in certain regions to assist the City with getting a broadly representative dataset.

Task C: Service Line Inventory Support and Development:

FNI will assist Lenoir with SLI support and development to meet LCRR compliance requirements in 2025.

1. 2024 Initial Inventory Support: FNI will support Lenoir with responding to NC DEQ based on the support FNI provided to the City for their 2024 Initial Inventory submittal. Support may be provided in emails or up to one (1) virtual meeting with NC DEQ. No new analysis or materials will be developed as a part of this scope item.
2. SLI GIS Support: FNI will support Lenoir with updating the service line installation dates in the SLI hosted on Diamond Maps. FNI will provide Lenoir with a GIS shapefile of water service lines and their associated parcel construction dates from FNI's previous analysis in Phase 2 services. FNI will coordinate up to one (1) virtual meeting with City staff and Diamond Maps staff to support City staff with importing the service line installation dates into Lenoir's existing SLI on Diamond Maps.
3. SLI Completion and Maintenance Plan: FNI will develop a SLI completion and maintenance plan (Plan) that details the approach to completing the SLI using field services and/or predictive modeling to reduce service lines of unknown material. The plan may include:
 - a. Plan goals, objectives, and delineated responsibilities.
 - b. Documentation of State and Federal requirements (LCRR and LCRI) for SLI completion published at the time of Plan development.
 - c. Documentation of permitting requirements, notification requirements, and utility-location information.

ATTACHMENT SC

- d. High-priority areas for field inspection efforts, proposed as part of Task B2.
 - e. Field inspection methods to be utilized and standard operating procedures (SOPs).
 - f. Public communication materials, including a door hanger template and a 1-page brochure, for the City's use in explaining the purpose and need of the field inspections.
4. Support with SLI Submittal to NC DEQ in 2025: FNI will support Lenoir with preparing the SLI ahead of NC DEQ's 2025 submittal deadline. Support will include a QC of the City's NC DEQ spreadsheet template content.
 5. Support with Service Line Material Notification Letters (Annual Letters) Preparation in 2025: Support Lenoir with preparing updated Annual Letters templates to water customers with lead, galvanized requiring replacement, or unknown service line ahead of NC DEQ's 2025 submittal deadline. The updated Annual Letters templates will incorporate any feedback from water customers and NC DEQ based on the 2024 Annual Letters.
 6. Support with Public Communication Materials in 2025: FNI will support Lenoir with preparing updated public communication materials (webpage content, FAQs) to accompany the 2025 SLI submittal to NC DEQ and 2025 Annual Letters. The updated public communication materials will incorporate any feedback from water customers and NC DEQ based on 2024 public communication materials.

Task C Deliverables:

1. SLI Completion and Maintenance Plan (Word, Excel, and/or PDF)
2. 2025 SLI submittal QC notes (Word and/or Excel)
3. Updated Annual Letter templates (Word)
4. Updated Public Communication materials (Word)

Task C Assumptions:

1. The City will make all necessary GIS edits for their SLI in Diamond Maps. FNI will not edit the City's SLI in Diamond Maps.
2. The City will submit required documentation to NC DEQ by 2025 submittal deadlines.
3. The City will publish public communication materials.

Task D: Funding Assistance

FNI will assist Lenoir with applying to the NC DEQ Division of Water Infrastructure (DWI) Drinking Water State Revolving Funding (DWSRF) – Lead Service Line Replacement (LSLR) program for a \$1 million Inventory Project in the November 1, 2024 award cycle.

1. The City will provide FNI with data needed to complete the DWSRF-LSLR application.
2. FNI will prepare and submit the application to NC DEQ DWI on behalf of the City.
3. FNI will assist the City with responding to requests for information from NC DEQ during the review process and if the City is awarded funding, including preparing an Inventory Project Scope of Work.
4. FNI will prepare and submit the Inventory Project Scope of Work to NC DEQ DWI on behalf of the City.
5. FNI will coordinate up to four (4) meetings with the City to prepare the funding application and Inventory Project Scope of Work.
6. FNI will coordinate up to two (2) meetings with NC DEQ to answer questions about the funding process.

Task D Deliverables:

1. DWSRF-LSLR Inventory Project application materials (Word and PDF)
2. DWSRF-LSLR Inventory Project Scope of Work (Word and PDF)

Task D Assumptions:

1. The City will manage all funding award logistics if awarded funding.

FEE

Task	Fee
Task A: Project Management	\$ 14,800
Task B: Field Inspection Planning	\$ 91,000
Task C: Service Line Inventory Support and Development	\$ 35,400
Task D: Funding Assistance	\$ 13,800
Total Project Budget	\$ 155,000

SCHEDULE

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following project duration: October 2024 – December 2025.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER

Owner shall perform the following in a timely manner so as not to delay the services of FNI:

1. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this scope and fee, with contract authority to give instructions and make decisions with respect to FNI's services for the project.
2. Perform or arrange to have performed at no cost to FNI all field inspection activities using the SOP provided by FNI, unless Special Services task outline above is procured.
3. Notify and communicate with the public, including soliciting participation among residents in the neighborhoods identified by FNI for voluntary participation in the field investigation pilot study and sampling procedures.
4. Provide the final residential participant list for preliminary field investigations in coordination with FNI's recommendations and results of the City's use of FNI's communication templates.
5. Obtain any required permits and notify the customers who opt into the service line identification field inspection work, as well as obtain rights of entry, as necessary.
6. Provide all necessary WQP and lead/copper testing.
7. Provide all criteria and full information as to the City's requirements for the Project, including objectives and constraints, capacity and performance requirements, and any budgetary limitations.
8. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to completion of the Project.
9. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI and render in writing decisions pertaining thereto within a reasonable time so as not to delay or cause rework for services provided by FNI.

10. Attend project meetings.
11. Give prompt written notice to FNI whenever the City becomes aware of any development that affects the scope or timing of FNI's services.
12. Furnish, or direct FNI to provide, Additional Services as stipulated below.
13. Bear all costs incidental to compliance with the requirements of these responsibilities reserved to the City.

ADDITIONAL SERVICES (NOT INCLUDED IN THIS SCOPE)

Additional Services are not included as part of this scope but can be included in a future contract amendment at the City's request.

1. Advanced screening of potential field inspection locations using online imagery to avoid locations requiring street, curb, or sidewalk.
2. Permitting support for any permits required for service line excavation.
3. Buried utility location support ahead of service line excavation.
4. Contract modifications, studies, or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
5. Presentation of results or testimony before elected officials, courts, or regulatory agencies outside of those described in the Basic Services and Special Services.
6. Providing Basic Services on an accelerated time schedule as compared to that presented in this scope and fee.
7. Delineation of new assets in GIS.
8. Survey.
9. Verification of the accuracy of drawings, GIS data, or other information furnished by the City.
10. Repairs of service lines found to be leaking or damaged as part of the visual inspection program.
11. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications except where identified in Basic Services.
12. Laboratory testing.
13. Permitting assistance and environmental / ecological studies.
14. Services for Phases 4 and through 5 excluded from this Scope and Fee.

DESIGNATED REPRESENTATIVES

FNI and Owner designate the following representatives:

Owner's Designated Representative – Jeff Church
City of Lenoir
Director of Public Utilities
P.O. Box 958
801 West Ave. NW
Lenoir, NC 28645
(828) 757-4459 x3709
jeff.church@lenoirnc.gov

FNI's Designated Representative – Brian T. White, PE
1017 Main Campus, Suite 1200
Raleigh, NC 27606
(919) 606-4275
brian.white@freese.com

FNI's Accounting Representative – Sharon James
801 Cherry Street, Fort Worth, TX 76102
(817) 735-7298
sharon.james@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

 FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Capital Project Ordinance for the City of Lenoir

Water Capital Projects

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:

Section 1: The project authorized activities for the Capital Project for the Water Capital Projects to include the expenditures covered in the Water Purchase and Allocation Agreement #2 attached. The proposed expansion of the commercial Campus on Virginia Street would increase the need for additional water flow availability and the agreement covers the current and future needs of the overall Virginia Street Campus. The City has the water capacity to meet the requested demands. The Water Purchase and Allocation Agreement #2 provides for the payment of a reserve capacity fee of \$6,880,000 to the City in exchange for an increase in its water capacity allocation to meet current and future needs to serve the Virginia Street Campus. The new water capacity allocation would be for a term of 25 years and requires that the parties meet prior to the contract's expiration to negotiate an extension or replacement of the agreement. If operations are discontinued or water usage falls below a specified quantity, the allocation would cease and revert back to the City.

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 amounts are appropriated for the project:

Water Capital Projects Expenditures	<u>\$6,880,000.00</u>
Total	\$6,880,000.00

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

Other Funding Sources - Donation	<u>\$6,880,000.00</u>
Total	\$6,880,000.00

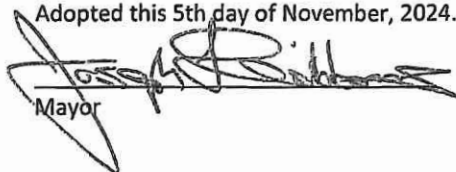
Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

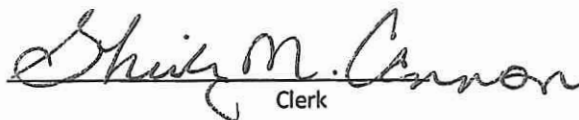
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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 5th day of November, 2024.


Mayor


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

Small Business Saturday 2024

WHEREAS, the City of Lenoir, North Carolina, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Lenoir supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

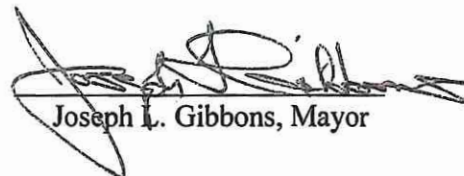
NOW, THEREFORE, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, do hereby proclaim Saturday, November 30th, as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

This the 5th day of November 2024.

SEAL


Joseph L. Gibbons, Mayor



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, HUFFMAN MILLARD L, 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 July 11, 2024 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: **2118 Haven Cir SW**
Lenoir, North Carolina
Parcel-ID 09140 1 29
NCPIN 2758538628

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.

BK 2121 PG 1877 - 1878 (2)

This document presented and filed:
11/08/2024 09:25:47 AM

Fee \$26.00



10101235

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

2

Tuesday, November 5, 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 5th day of November, 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, November 5, 2024
Minutes-City of Lenoir Council Meeting

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, DAMERON MARY LOUISE BOLICK, 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 July 08, 2024 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: **1325 Underdown AVE SW**
Lenoir, North Carolina
Parcel-ID 06 39 2 6
NCPIN 2749571542

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.

BK 2121 PG 1879 - 1880 (2)

This document presented and filed:

11/08/2024 09:25:48 AM

Fee \$26.00



10101236

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

Tuesday, November 5, 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.

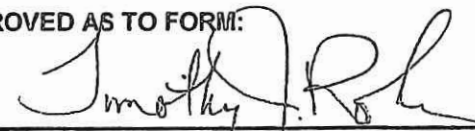
Adopted this the 5th day of November, 2024.


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

This Instrument was PREPARED BY: WILSON, LACKEY, ROHR & HALL, P. C.

NORTH CAROLINA

LAND USE AGREEMENT

CALDWELL COUNTY

THIS LAND USE AGREEMENT ("this Agreement") is made this the 5th day of November, 2024, by and between THE CITY OF LENOIR ("the City"), a North Carolina municipal corporation, and CALDWELL COUNTY ("the County"), a political subdivision of the State of North Carolina.

WITNESSETH:

WHEREAS, as the result of Hurricane Helene, there is a large quantity of downed and broken trees, stumps, tree limbs and other vegetation damaged by the storm throughout Caldwell County for disposal; and

WHEREAS, the County has contracted with Southern Disaster Recovery, LLC ("SDR") to collect storm debris from within Caldwell County, including within municipalities located within the County; and

WHEREAS, SDR is in need of one or more locations to dispose of the storm debris; and

WHEREAS, the City owns a parcel of real property located in Lenoir Township, Caldwell County, with the address 1429 College Avenue, Lenoir, which is more particularly described in that deed to the City recorded in Deed Book 1841, at Page 1083, Caldwell County Registry, also identified as Parcel ID No. 06 43 33, and NC PIN 2749445311 ("the Property"); and

WHEREAS, the North Carolina Division of Waste Management – Solid Waste Section has conditionally approved the Property as meeting or having the potential to meet the requirements of 15A NCAC 13B.0208(b) as a Temporary Debris Staging and Reduction site for a period of six months after the disaster or emergency caused by Hurricane Helene; and

WHEREAS, City has agreed to permit the County, and its contractors, to use the Property for these purposes on the terms and conditions set forth herein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the County and its contractors may use the Property upon the following terms and conditions:

1. TERM. The term of this Agreement is effective immediately and ends six months after the disaster or emergency caused by Hurricane Helene. Provided, however, that the term may be extended if one or more extensions are approved for the permitted uses by the North Carolina Division of Waste Management – Solid Waste Section.

Tuesday, November 5, 2024

Minutes-City of Lenoir Council Meeting

2. RENT. There is no rent.

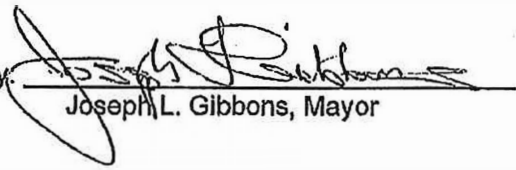
3. PERMITTED USES. The Property may be used by the County and its contractors to collect and store downed and broken trees, stumps, tree limbs and other vegetation that has been damaged by Hurricane Helene; to grind this matter into mulch; and to remove the mulch from the Property. The City warrants that the Property is properly zoned for these uses. The County will exercise its best efforts to insure that it and its contractors use the Property in compliance with any applicable rules, regulations, requirements and restrictions.

4. REMOVAL OF CROSSTIES. As soon as possible, the City, at its expense, will remove the crossties from the Property and transport them to the Foothills Regional Landfill. The County will pay any associated disposal fees at the landfill.

5. CHANGES TO THE PROPERTY. The County and/or its contractors may make improvements and/or alternations to the Property, including, but not limited to, roads, lighting, fencing, the erection of signage and other things consistent with the permitted uses, provided that the County or its contractors restore the Property substantially to its original condition at the end of the term.

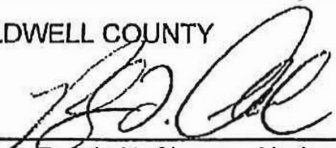
IN TESTIMONY WHEREOF, the parties have executed this instrument for the purposes stated above.

CITY OF LENOIR

By: 

Joseph L. Gibbons, Mayor

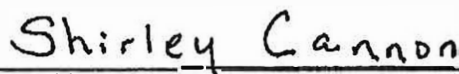
CALDWELL COUNTY

By: Randy T. Church, Chairman
Caldwell County Board of Commissioners

SEAL

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Joseph L. Gibbons personally came before me this day and acknowledged that he is Mayor of the City of Lenoir, and that he, being authorized to do so, executed the foregoing on behalf of the City of Lenoir. Witness my hand and official stamp or seal, this the 6th day of November, 2024.


NOTARY PUBLIC SIGNATURE
NOTARY PUBLIC PRINTED NAMEMy Commission Expires: 10-27-2029

SEAL

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Randy T. Church personally came before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, and that he, being authorized to do so, executed the foregoing on behalf of Caldwell County. Witness my hand and official stamp or seal, this the 12 day of November, 2024.

Abigail I. Rich
NOTARY PUBLIC SIGNATURE

Abigail I. Rich
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 4-24-27

ABIGAIL I. RICH NOTARY PUBLIC Caldwell County North Carolina

CITY OF LENOIR
COUNCIL ACTION FORM

December 3, 2024

I. Agenda Item:

Annexation Petition A#2-24.

Resolution Directing the Clerk to Investigate a Received Annexation Petition, Certification of Sufficiency, and Call for a Public Hearing on January 7, 2025:

II. Background Information:

A petition has been filed for a contiguous annexation for the property at the intersection of US-321 and Blairs Fork Rd, (NCPIN 2840657903), as shown on the attached survey map. This parcel is within Lenoir's ETJ, zoned R-R, and is contiguous with the Lenoir City Limits. A rezoning application has also been submitted.

III. Staff Recommendation:

Adopt the attached resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: _____

Hannah Williams

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

WHEREAS, a petition requesting annexation of an area described in said petition was received on October 24, 2024 by the City of Lenoir City Council; and

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

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

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

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

This the 3rd day of December, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

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 3rd day of December, 2024.

Attest:

Shirley M. Cannon, City Clerk, MMC, NCCMC

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 January 7th, 2024.

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

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

This the 3rd day of December, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

LINE	BEARING	DISTANCE
L1	N 18°14'52" E	31.90'
L2	N 14°14'41" E	55.55'
L3	N 08°05'20" E	25.08'
L4	N 01°20'27" E	21.88'
L5	N 02°37'22" W	9.08'
L6	N 06°23'32" E	31.32'
L7	N 03°37'57" W	11.31'
L8	N 36°30'31" W	14.53'
L9	N 01°44'40" E	10.50'
L10	N 12°30'37" W	28.20'
L11	N 04°04'49" E	92.06'
L12	N 09°08'11" E	22.01'
L13	N 16°34'48" E	35.89'
L14	N 01°44'13" E	23.51'
L15	N 19°34'47" E	30.27'
L16	N 19°49'22" E	14.41'
L17	N 38°30'15" E	19.74'
L18	N 08°51'07" E	27.44'
L19	N 49°02'17" E	20.68'
L20	N 21°27'39" E	11.66'
L21	N 11°57'13" E	13.60'
L22	N 06°57'35" E	7.74'
L23	N 03°14'43" E	2.05'
L24	N 68°42'38" E	19.86'
L25	N 60°29'15" E	27.96'
L26	N 20°41'16" E	35.63'
L27	N 53°29'39" E	6.21'
L28	N 58°20'27" E	10.68'
L29	N 72°57'25" E	10.68'
L30	N 89°07'16" E	7.71'
L31	N 70°72'26" E	23.86'
L32	N 50°00'05" E	10.06'
L33	N 08°07'55" E	11.93'
L34	S 04°24'05" W	25.98'
L35	S 04°24'05" W	10.53'
L36	N 68°24'15" E	75.00'
L37	N 53°52'14" E	40.00'
L38	N 53°29'23" E	27.96'
L39	N 56°56'23" E	7.02'
L40	N 23°58'14" E	21.36'
L41	N 23°58'14" E	6.64'
L42	N 02°28'14" E	40.00'
L43	N 11°41'46" W	30.00'
L44	N 53°29'47" E	80.48'
L45	S 40°30'04" E	47.99'
L46	S 42°00'04" E	49.99'
L47	S 44°30'04" E	49.99'
L48	S 47°11'52" E	49.69'
L50	S 23°29'56" W	40.69'
L51	S 71°29'56" W	27.67'
L52	S 71°29'56" W	12.32'
L53	S 71°29'56" W	27.67'
L54	N 77°03'54" W	29.71'
L55	N 77°03'54" W	66.05'
L56	S 04°56'08" W	23.84'
L57	N 66°21'52" W	52.71'
L58	N 63°54'21" E	40.70'
L59	N 74°49'02" W	45.99'

CENTERLINE OF OLD INDIAN
GRAVE GAP PUBLIC ROAD

NCDOT PROJECT # 9.811536 INDICATES A 30' RIGHT-OF-WAY ALONG THIS ROAD. STATUS OR EXISTENCE OF WHICH IS UNKNOWN

LINE TYPE LEGEND

-
- PROPERTY LINE (SURVEYED)
 DEED / PLAT LINE (NOT SURVEYED)
 OVERHEAD UTILITY LINE
 UNDERGROUND STORMWATER LINE
 EDGE OF ASPHALT PAVEMENT
 EDGE OF GRAVEL
 ROAD RIGHT-OF-WAY LINE
 FENCE (AS DESCRIBED)
 GRAVE RAIL
 APPROXIMATE CITY OF LENOX LIMIT
 TRANSMISSION LINE EASEMENT
 EDGE OF CREEK
 LIMITS OF FLOOD HAZARD ZONE AE
 LIMITS OF REGULATORY FLOODWAY

ABBREVIATION LEGEND

- | | |
|------|------------------------------------|
| CMP | CORRUGATED METAL PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| DIP | DUCTILE IRON PIPE |
| N: | NORTHING |
| E: | EASTING |
| EL: | ELEVATION |
| GNSS | GLOBAL NAVIGATION SATELLITE SYSTEM |
| INV. | INVERT |
| @ | AT |
| PIN | PARCEL IDENTIFIER NUMBER |
| S.R. | STATE ROAD |
| AG | ABOVE GRADE |
| BG | BELOW GRADE |
| TTL | TOTAL |
| D.B. | DEED BOOK |
| P.B. | PLAT BOOK |
| PG. | PAGE |

BLAIRS FORK ROAD
S.R. 1525

NO DOCUMENTATION FOUND REGARDING
RIGHT-OF-WAY WIDTH

NOTE: CENTERLINE OF
CREEK IS PROPERTY LINE
(L1-L33)

258980± SQ. FT.
5.95± ACRES

NOTE: 100' TRANSMISSION LINE EASEMENT, 50' EACH SIDE OF CENTERLINE OF SYSTEM WAS ACQUIRED BY BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION VIA VARIOUS DEEDS RECORDED IN DEED BOOK 695, PAGES 1749-1783. AT THE TIME OF THE ACQUISITIONS, TITLE TO THE SUBJECT AREA COVERING THIS SECTION OF LINE APPEARS TO BE HELD BY CLARENCE AND CORNELIA BRADSHAW PER DEED BOOK 367, PAGE 21. NO CONVEYANCE OF TRANSMISSION LINE EASEMENT WAS FOUND FROM BRADSHAW. STATUS OF ANY EASEMENT ALONG THIS SECTION OF LINE IS UNKNOWN

I, Phillip B. White, certify that this map was drawn under my supervision from an actual survey made under my supervision using GNSS Real Time Kinematic field procedures; that the boundaries not surveyed are clearly indicated and drawn from information found in deed books as shown; that the positional accuracy standard does not exceed 0.10 feet plus 50 ppm measured relative to the property corners used, ([21 NCAC 56.1603]); that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 1600).

Witness my Original Signature, License Number, and Seal
this 15th Day of June A.D., 2023

Phillips B 11/47

Phillip B. White, PLS
N.C. Professional Land Surveyor
License # L-4994

I, Phillip B. White also certify the following information was used to perform the survey:

- (1) Class of survey: A
(2) Positional accuracy: Does not exceed 0.10 feet plus 50 ppm measured relative to all points used
(3) Type of GPS field procedure: Real Time Kinematic, NC VRS
(4) Dates of survey: 5/11/2023 - 5/26/2023
(5) Datum/Epoch: NAD 83(2011) Epoch 2010.00
(6) Geoid model: Geoid 18
(7) Combined grid factor(s): 0.99989246
(8) Units: U.S. Survey Feet

NOTES

- * This survey is of an existing parcel of land.
- * This survey was prepared without benefit of title search and matters of title should be referred to an attorney-at-law. Property may be subject to rights-of-way, easements, reservations and restrictions, written and unwritten, recorded and unrecorded, not discovered during the course of this survey.
- * The certification shown hereon is not a certification of title, zoning or freedom from encumbrances.
- * Adjoining property owner information obtained from the Caldwell County GIS website and deeds and plats of record.
- * Caldwell County GIS shows the subject parcel substantially different along the eastern side than what was surveyed hereon. An attempt was made to find the reasoning behind said difference but no evidence was found reinforcing the lot configuration as shown on GIS.
- * No underground utilities or structures were located. Call 1-800-632-4945 before digging.
- * All areas calculated by coordinate computation method.
- * All distances shown are horizontal ground distances. To convert to grid distances utilize a combined factor of 0.99989246.
- * All coordinates are NC Grid NAD 83 (2011) coordinates.
- * This survey is oriented to NC Grid North NAD 83 (2011) based upon GNSS observations on-site, utilizing the North Carolina Real Time Network, VRS.
- * State and local regulations may apply to streams and other waterways shown/not shown hereon.
- * Distances with ~ at property corners indicate the distance above or below the adjacent grade that the corner was found.
- * According to the Caldwell County GIS website the property is zoned B-2 (General Business) and R-R (Residential Rural). No zoning report was provided. This surveyor is not qualified to interpret complex zoning ordinances. The City of Lenoir Planning Department should be consulted for regulations and restrictions pertaining to this site.
- * Portions of the subject property lie within Special Flood Hazard Zone AE according to FEMA, National Flood Insurance Rate Map 37102840001, effective date July 7, 2009. Limits of said areas shown hereon were downloaded from the frisc.nc.gov website and should be considered approximate.

NGS MONUMENT "TRAIL"
PID: DG4320
N:806008.54'
E:1247394.91'
NAD 83 (2011) (VRS OBSERVATION)

Boundary Survey
of a Parcel of Land Owned By
Callie Idol Northern
and Spouse
Austin Michael Northern

REFERENCES

PIN 2840657903
Deed Book 2078, Page 1804 (Parcel One)
Lower Creek Township, City of Lenoir, Caldwell County, N.C.
Field Work Completed On: 5/26/2023 DRAWN BY: PBW
Phillip B. White, PLS
2735 Willowbrook Rd., Lenoir, NC 28645

40' 0' 40' 80' 120'

SCALE 1" = 40'

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of three (3) Capital Project Budget Ordinance amendments related to the Unifour Consortium HOME Program.

II. **Background Information:** The following amendments to the Capital Project Budget Ordinances as submitted by Rick Oxford, Western Piedmont Council of Governments, Plan Administrator for your consideration:

The Capital Project Budget Ordinance amendment for the FY2022 Unifour Consortium HOME Program in the amount of \$321,825.61. (The City of Lenoir is the lead entity.)

The Capital Project Budget Ordinance amendment for the FY2023 Unifour Consortium HOME Program in the amount of \$114,756.24. (The City of Lenoir is the lead entity.)

The Capital Project Budget Ordinance amendment for the FY2024 Unifour Consortium HOME Program to re-allocate funding with zero net effect on the total budget. (The City of Lenoir is the lead entity.)

III. **Staff Recommendation:** Staff and the Western Piedmont Council of Government Plan Administrator recommend approval of the three (3) ordinance amendments.

IV. **Reviewed by:**

City Attorney:

City Manager:

Plan Administrator: *Rick Oxford*

CITY OF LENOIR
2022 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M22-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2022 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$1,230,918	0	\$1,230,918.00
Program Income (PI)	300,000	+321,825.61	621,825.61
Total Revenues	\$1,530,918	+321,825.61	\$1,852,743.61

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	\$ 482,733	+273,132.00	\$755,865.00
Downpayment (From PI)	270,000	+299,003.05	569,003.05
Admin (From PI)	30,000	+ 22,822.56	52,822.56
HOME CHDO (HOME)	195,003	0	195,003.00
Multi-Family Housing	307,000	-150,041.00	156,959.00
General Program Admin	123,091	0	123,091.00
Contingency	123,091	-123,091.00	0
Total Expenditures	\$1,530,918	+321,825.61	\$1,852,743.61

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day of _____, 2024.

Mayor

Clerk

CITY OF LENOIR
2023 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #2
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M23-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2023 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$1,200,690		\$1,200,690.00
Program Income (PI)	<u>300,000</u>	+114,756.24	<u>414,756.24</u>
Total Revenues	\$1,500,690	+114,756.24	\$1,615,446.24

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	\$ 91,121	+250,474.35	\$341,595.35
Downpayment (From PI)	270,000	+107,290.62	377,290.62
Multi-Family (From PI)	0	0	0
Admin (From PI)	30,000	+ 7,465.62	37,465.62
HOME CHDO (HOME)	420,000	- 93,000.00	327,000.00
Multi-Family Housing	569,500	-157,474.35	412,025.65
General Program Admin	<u>120,069</u>	<u>0</u>	<u>120,069.00</u>
Total Expenditures	\$1,500,690	+114,756.24	\$1,615,446.24

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day of _____, 2024.

Mayor

Clerk

CITY OF LENOIR
2024 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M24-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2024 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$ 951,716.45	0	\$ 951,716.45
Anticipated Program Income	400,000	0	400,000.00
Total Revenues	\$1,351,716.45	0	1,351,716.45

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	\$ 416,569.45	+95,242	511,811.45
Downpayment (From PI)	360,000.00	0	360,000.00
Program Income Admin(From PI)	40,000.00	0	40,000.00
HOME CHDO (HOME)	238,000.40	-95,242	142,758.40
Multi-Family Housing	201,975.00	0	201,975.00
General Program Admin	95,171.60	0	95,171.60
Total Expenditures	\$1,351,716.45	0	\$1,351,716.45

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day of _____, 2024.

Mayor

Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of an Agreement with the Western Piedmont Council of Government (WPCOG) for assistance with disaster recovery and effective management of disaster recovery efforts related to Tropical Storm Helene.

- II. Background Information:** The Western Piedmont Council of Governments issued a Request for Proposals (RFP) for disaster recovery consultant services in partnership with all the 28 local governments located in our region. The scope of service includes strategically managing the regions project development and administration of various federal and state disaster programs related to presidentially declared emergencies or disasters that occur during the term of the Agreement.

After extensive interviews, WPCOG selected Tidal Basin Government Consulting as the regional vendor. Tidal Basin partnered with High Street Consulting and have a great deal of experience in public assistance and working in a regional capacity.

Attached is a copy of the Agreement for disaster recovery consultant services with the WPCOG. Compensation shall be in accordance with Federal Emergency Management Agency (FEMA) guidelines outlined in the Public Assistance Program and Policy Guidelines, and the costs are covered through FEMA reimbursements.

- III. Staff Recommendation:** Approve the Agreement for disaster recovery services with the WPCOG.

- IV. Reviewed by:**

City Attorney:

Finance Director: *Donna Bean*

- I.**

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS
 AND THE CITY OF LENOIR
 FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING
 DISASTER RECOVERY
 NOVEMBER 18, 2024

This AGREEMENT, entered into effective this the ____ day of November 2024 by the Western Piedmont Council of Governments and City of Lenoir (hereinafter referred to as the "Local Government") and the Western Piedmont Council of Governments hereinafter referred to as the "Planning Agency") WITNESSETH THAT:

WHEREAS, The City of Lenoir is a local government in North Carolina and located within the Western Piedmont Council of Governments region;

WHEREAS, FEMA-4827_DR, Declaration from Tropical Storm Helene was issued by President Joseph Biden on September 28, 2024.

WHEREAS, the Planning Agency will provide mutual support to the Local Government to effectively manage disaster recovery efforts.

WHEREAS, the Planning Agency issued on the Local Governments behalf a request for proposals (RFP) on or about October 9, 2024, for Comprehensive Disaster Recovery, Financial and Grant Management Support and Pre-Disaster Cost Recovery Planning Services.

WHEREAS, the Planning Agency awarded the RFP to Tidal Basin Government Consulting, LLC (hereinafter referred to as the "Contractor") on or about October 22, 2024, as the most advantageous firm.

WHEREAS, the Planning Agency and Contractor shall follow the scope, guidance, and technical assistance per the specific terms and conditions, herein;

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

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel (staff and/or contractor support) to the Local Government.
2. **Compensation and Reimbursement.**
 - a. Compensation shall be in accordance with FEMA guidelines outlined in the Public Assistance Program and Policy Guidelines,
 - b. For projects considered large (\$1,037,000.00 or greater) the Contractor and the Planning Agency will provide support to those Local Governments. Small projects (\$1,036,999.00 or less) the Planning Agency will engage as the

primary support role. The Planning Agency administrator shall be responsible for monitoring the Local Governments' and the Contractor's performance.

- c. The Local Government and/or Contractor will submit to the Planning Agency reimbursement documentation to review prior to submission on the FEMA portal to ensure eligible expenditures incurred at a point of disaster and post are documented correctly. The Contractor and/or Planning Agency will forward the invoices to the Local Governments for payment. If the contractor submits an invoice the Planning Agency will first review and approve prior to the Local Government's payment of said invoice. Upon payment to the Contract the Local Government will copy the Planning Agency on the documentation.
 - d. All invoicing from the Planning Agency will cover the staff time, travel, and supplies needed to provide oversight administration. The Local Government will pay the Planning Agency.
 - e. All reimbursement requests approved by FEMA Category Z: Financial Administration are 100% reimbursable up to 5% of the total damages. The Local government is responsible for payment upfront.
3. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
 4. **Time of Performance.** The Local Government may begin services outlined in Attachment A after September 28, 2024. The Planning Agency or Contractor may not reimburse or otherwise compensate the Local Government for any expenditures incurred or services provided prior to September 28, 2024. The end date of the contract shall not be determined until the final Planning Agency and Contractor's invoices are paid and the Local Government is reimbursed for eligible expenses.
 5. **Scope of Services.** The Planning Agency and Contractor will provide maintenance support as described in Attachment A.
 6. **Reports and Documentation.** The Local Government shall provide documentation and reports to the Planning Agency using the approved forms which contain the required information to satisfy any requirements imposed by the federal government.
 7. **Financial Management.** The local government agrees that funds paid through this contract shall be accounted for in a separate bank account ~~and~~ **or (DB)** utilize a fund accounting structure within the local government's central accounting and

grant management system which clearly tracks detailed grant related financial transactions. The Local Government agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations.

6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
8. **Access to Records and Record Retainage.** Internal auditors shall have access to officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for the purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy all records, including audit work papers, in the possession of any local government auditors. Subrecipients must maintain all source documentation for each Project (2 C.F.R. § 200.302(b)(3)) for 3 years after the date of transmission of the final expenditure report for project completion as certified by the Recipient (Stafford Act § 705(b)(1), 42 U.S.C. § 5205. See FEMA Policy 205-081-2, Stafford Act Section 705, Disaster Grant Closeout Procedures

for additional details). The Recipient must keep all financial and program documentation (2 C.F.R. § 200.302(b)(3)) for 3 years after the date it submits the final SF-425. There are several exceptions to this timeframe that may require longer retention periods, including exceptions relating to real property and equipment disposition, audits, and litigation (2 C.F.R. § 200.333). Additionally, SLTT government laws may require longer retention periods.

9. **Indemnification.** The Local Government agrees to indemnify and hold harmless the Planning Agency, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Local Government in connection with the performance of this Agreement to the extent permitted by law.

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

CITY OF LENOIR

WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: _____
City Manager

By: _____
Executive Director

By: _____
Mayor

By: _____
Board Chair

ATTACHMENT A:
LOCAL GOVERNMENT ASSISTANCE REGARDING DISASTER RECOVERY FOR
THE CITY OF LENOIR
SCOPE OF SERVICES

PURPOSE

The purpose is to acquire standby comprehensive disaster recovery management services of FEMA Public Assistance Advisory Services.

DETAILED DISCRIPTION

1. FEMA Public Assistance Advisory Services: The Planning Agency will retain Tidal Basin Government Consulting, LLC to engage and support efforts on large FEMA reimbursement projects and the Planning Agency will provide oversight of the Contractor; The Planning Agency will support the Local Governments with small FEMA reimbursement projects as defined within the contract.

- a. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).
- b. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDD), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).
- c. Meet as necessary with representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.
- d. Evaluate and recommend potential alternate and/or improved projects.
- e. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
- f. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- g. Prepare first and second appeals, and arbitration, and Prepare projects for audit and respond to audit findings as requested.

2. FEMA Individual Assistance Advisory Services

- a. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).

- b. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for federal, state, and local assistance programs.
- c. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involved any aspect of eligibility, funding, or the programs in general.
- d. Provide technical assistance related to all aspects of federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
- e. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.
- f. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.

3. FEMA 404 and 406 Hazard Mitigation Expertise

- a. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
- b. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
- c. Prepare hazard mitigation proposals, grant applications, BCA, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.

4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services

- a. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID- 19 related funding programs).
- b. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
- c. Conduct unmet needs assessments that identify the type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
- d. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.
- e. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.

5. FHWA / FTA Support

Advise and provide technical support for FHWA DR and/or FTA DR funding.

6. Financial / Grants Management Support and Information Technology

- a. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by the WPCOG and its member local governments. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.
- b. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.
- c. Perform internal controls assessment and support compliance monitoring activities.
- d. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

7. Resilient Community Planning Program Support

- a. Develop a resilience strategy and program, including goals and strategies.
- b. Conduct preparedness-related services (including training design and execution) and associated pre-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).
- c. Conduct preparedness-related services that support (directly or indirectly) a jurisdiction's resilience program.

8. Long-Term Recovery Operations Implementation Support

- a. Manage the operations of the recovery structure to engage with the impacted communities, State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.
 - i. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.
 - ii. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.
 - iii. Coordinate with emergency management and other agencies to determine resources to fill staffing needs.
- b. Engage with the impacted communities to provide technical assistance and guidance in developing a local recovery management structure, as necessary.
- c. Engage with the impacted communities, and provide technical assistance as appropriate, to determine recovery needs and goals.
- d. Identify State and Federal resources available to support local recovery goals.
- e. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.
- f. Manage cost recovery and recovery financing efforts to secure funding for identified recovery strategies.
- g. Manage the implementation of the strategies, including providing technical assistance to communities as needed throughout the recovery process to identify and address continuing needs. Evaluate strategies to determine effectiveness in meeting recovery

needs and adapt as needed.

- h.** Evaluate the need for RSFs and a recovery structure throughout the long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.
- i.** Provide a plan to transition recovery efforts to steady state operations and demobilizing the recovery structure. This may include providing guidance on the transition to a steady state.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** Consideration to approve a budget amendment to close out the American Rescue Plan Act Project approved on June 15, 2021.
- II. **Background Information:** Attached for your consideration is an amendment to close out the Capital Project Budget Ordinance for the American Rescue Plan Act Project (ARPA) which was funded by Coronavirus State and Local Fiscal Recover Funds. The amendment authorizes allocating funding to the general fund utilizing ARPA funds for revenue replacement as listed on the attachment. This transfer is necessary to comply with guidelines for ARPA funding which requires funds to be spent or encumbered by December 31, 2024. The funding will be utilized for capital projects as was recommended to council previously.
- III. **Staff Recommendation:** Staff requests that City Council approve the budget amendment to close out the American Recovery Plan Act Capital Project.
- IV. **Reviewed By:**
- City Attorney:
- Finance Director: *Donna Bean*
- Public Works Director
- Public Utilities Director:
- Planning Director:
- Recreation Director:

2024-2025 Fiscal Year

Capital Project Amendment

Tuesday, December 3, 2024

Request for a budget amendment to be made to close out the capital project budget ordinance for the American Rescue Plan Act Project for the fiscal year end 6/30/2025.

ITEM 1: ALLOCATE FUNDING TO THE GENERAL FUND UTILIZING ARPA FUNDS FOR REVENUE REPLACEMENT.

	Use	Amount	Total Revenue Replacement for 2024-2025
	Mulberry - Gym, Roof and Pickle Ball Court	291,932.35	
	PARTF Capital Project - Local Funding	361,685.00	
	Master Plans	69,964.00	
	Sinkhole Expenditures	226,292.00	
	Hospital Avenue - Local Funding	225,798.98	
	Fund Balance for previous capital purchases	1,065,995.21	
	ARPA Funding		2,241,667.54

Lenoir
All-America City
2008

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 12:30 p.m.-6:00 p.m. Lenoir Cruisers Toy Drive & Cruise-In (Downtown)	2	3 5:30 p.m. City Council Note: Time Change	4 9:00 Staff Meeting 6:00 p.m. Virtual Open House Mtg. "Living Lenoir 2045"	5	6 6:30 p.m. Starry Night Christmas Parade (Downtown)	7
8	9	10	11	12 2:00 p.m. ABC Board	13 6:00 p.m. Luminary Display (Blue Ridge Memorial Park)	14
15	16	17 Cancelled-City Council Meeting	18	19	20 *Rain Date for Luminary Display	21
22	23	24 City Offices Closed in observance of Christmas!	25 Merry Christmas! City Offices Closed!	26 City Offices Closed in observance of Christmas!	27	28
29	30	31				
		January City offices will be closed on Wednesday, January 1 in observance of New Year's Day and on Monday, January 20 in observance of the Martin Luther King, Jr. holiday.				

CITY OF LENOIR COUNCIL**ACTION FORM**

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 309 Glendale ST NW.
- II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.
- IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Planning Director: _____
Hannah Williams

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

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

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

WHEREAS, the owners of this dwelling, **PRICE NANCY V**, 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 July 08, 2024 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: **309 Glendale ST NW**
Lenoir, North Carolina
Parcel-ID 09 8 2 49
NCPIN 2749982830

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

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

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

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

Adopted this the 3th day of December, 2024.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

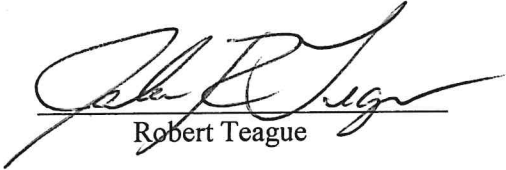
**Timothy J. Rohr
CITY ATTORNEY**

Minimum Housing Violation Affidavit
(309 Glendale ST NW)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 309 Glendale ST NW. NCPIN: 2749982830. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

11/25/24
Date


Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R Teague personally appeared before me on the 25th day of November, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.



Notary Public



Owner: PRICE NANCY V
 Property: 309 Glendale ST NW
 NC Pin: 2749982830
 Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **December 8, 2023.** On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. The owner failed to contact the housing inspector and both the certified letter and first-class letters were returned.
Certified Mail No. 7021 1970 0001 6843 7693
- **April 16, 2024.** On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.
Certified Mail No. 9589 0710 5270 0031 5687 81
- **October 3, 2024.** Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 309 Glendale ST NW. The City Council will consider this ordinance for adoption at the December 3, 2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after December 3, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
Certified Mail No. 9589 0710 5270 0031 5556 44
- **October 4, 2024.** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.
- **November 2024.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Thursday November 21, 2024 and Thursday November 28, 2024.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 309 Glendale ST NW. Demolition will take place after December 3, 2024 and all fees accumulated will be placed as a lien on the property.



Minimum Housing Violation and Hearing Notice

12/08/2023

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 7693.

To: **PRICE NANCY V**, owner(s) of property located at **309 GLENDALE ST** (NCPIN:2749982830) in the City of Lenoir, North Carolina.

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

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The structure in its current condition is unfit for human habitation, and is creating conditions detrimental to the public health and safety.

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

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

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

Housing Sec. 10-2(b) Abandoned

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

Housing Sec. 10-56 Unfit for Human Habitation

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

Housing Sec. 10-59 structure

Evidence of structural issues (Sec. 10-59)

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinance. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection then the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely

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



Minimum Housing Violation and Order to Abate

04/16/2024

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5687 81

To: **PRICE NANCY V**, owner(s) of property located at **309 GLENDALE ST** (NCPIN:2749982830) in the City of Lenoir, North Carolina.

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

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-59 structure

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

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

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

Section 1-15 Civil and Criminal Penalties

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

Sincerely

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



Final Notice of Abatement

10/03/2024

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5556 44

Re: Minimum Housing Determination
309 GLENDALE ST, LENOIR, NC 28645
Parcel: 2749982830

PRICE NANCY V

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 309 GLENDALE ST within 30 days of 04/16/2024.

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

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 12/03/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

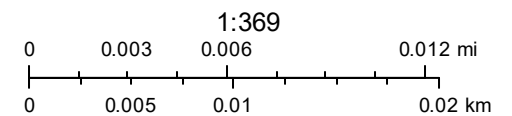
Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



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

Owner	PRICE NANCY V	Deferred Val	\$
	309 GLENDALE ST NW	Assessed Val	\$4,700
	LENOIR, NC 28645	Calc Acreage	0.1043541
Acct Number	26908	Land Units	56 (FF)
Parcel ID	09 8 2 49	Legal Desc	0682/0461 0076 7.50
NCPIN	2749982830	Plat Ref	00000/00000
		Property Addr	309 GLENDALE ST

Caldwell County



October 15, 2024

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 309 Glendale ST NW on Tuesday December 3, 2024 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of PRICE NANCY V, and any other persons having or claiming an interest in the property 309 Glendale ST NW, Lenoir NC 28645 NC Pin 2749982830 be present for the City Council meeting at the date listed above.

- I. This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.
- II. It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.
- III. The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.
- IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

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

Notice of Order to Demolish
The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 309 Glendale ST NW on Tuesday December 3, 2024 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of PRICE NANCY V, and any other persons having or claiming an interest in the property 309 Glendale ST NW, Lenoir NC 28645 NC Pin 2749982830 be present for the City Council meeting at the date listed above.

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

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

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

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

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

Nov. 21, 28, 2024

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

04/16/2024

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 7021 1870 0001 6940 7885

To: PRICE NANCY V, owner(s) of property located at 309 GLENDALE ST (NCPIN274882000) in the City of Lenoir, North Carolina.

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

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing Ordinance. The structure in its current condition is unfit for human habitation, and its existing conditions pose a threat to the public health and safety.

As the legal owner(s), you have ten (10) days to contact the City of Lenoir Planning Department to arrange for a pre-inspection hearing to discuss the violations. Please contact the Code Compliance Officer - Robert Torgue, Tel: 828-757-2212 or email: rtorgue@lenoir-nc.gov or at 401 West Main Street, Lenoir, NC 28645.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed to a standard amount of time that will be determined after the inspection. The inspector may enter the dwelling unit without notice to be in violation for repeated and/or willful violations.

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

Housing Code, 10-024 Abandoned
The dwelling is abandoned and unoccupied, resulting in a threat to public health and safety as described in Sec. 10-024.

Housing Code, 10-08 Units for Human Habitation
Every dwelling unit shall be used as human habitation, or be used for use as a human habitation. No person shall occupy a dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Code, 10-09 Structure
Condition of structure (Sec. 10-09)

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinances. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed to a standard amount of time that will be determined after the inspection. If no violations are determined at the time of the inspection, the case will be closed and no further action will be required. Please contact me at 828-757-2212 or at rtorgue@lenoir-nc.gov to schedule a time for an on-site hearing.

Steps of the Investigation: Initial Investigation
Failure to comply will result in action including, but not limited to, civil penalties, penalties, and/or other actions. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

Robert Torgue
Code Compliance Officer
City of Lenoir Planning Department
Office: 828-757-2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

04/16/2024

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 9088 0710 0270 0001 6987 81

To: PRICE NANCY V, owner(s) of property located at 309 GLENDALE ST (NCPIN274882000) in the City of Lenoir, North Carolina.

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

Steps of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Code, 10-024 Abandoned

Housing Code, 10-08 Units for Human Habitation

Housing Code, 10-09 Structure

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

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

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

Section 1-13 Civil and Criminal Penalties
All violations of any provision of this Code not corrected as provided in this notice shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the abatement ordinance in subsection 1-13.1 of the City of Lenoir Code of Ordinances. If the offender does not comply with the penalty within a period of 10 days after being cited, the citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

Sincerely,

Robert Torgue
Code Compliance Officer
City of Lenoir Planning Department
Office: 828-757-2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

05/03/2024

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

Certified Mail: 9088 0710 0270 0001 6988 44

Re: Minimum Housing Ordinance
309 GLENDALE ST, LENOIR, NC 28645
Parcel: 074882000

PRICE NANCY V

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 309 GLENDALE ST within 30 days of 04/16/2024.

Upon failure of the owner of the abandoned dwelling to comply with an order of the inspector within the time specified herein, the inspector may subject to the City Council or ordinance imposing the inspector to cause such dwelling to be removed or demolished, or to be removed or demolished in the regular order of the inspector. The amount of the cost of removal and placing, or removal or demolition caused by the owner or owner by the inspector shall be a fee against the real property, which shall be a lien in favor of the City of Lenoir. Such fee shall be filed, have the same priority, and be enforced and the costs collected as the fee for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 05/03/2024 City Council Meeting held in the County Courthouse at 401 West Main Street in Lenoir.

I, Robert Torgue, am providing the order to abate and certifying for the City of Lenoir that this notice is deemed sufficient in the absence of fraud (1005-1208A3).

Sincerely,

Robert Torgue
Code Compliance Officer
City of Lenoir Planning Department
Office: 828-757-2212













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

10/11/24

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9589 0710 5270 0031 5556 44

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

GREENSBORO NC 270

4 OCT 2024 PM 4 L



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NIXIE 274 FE 1 0010/09/24

RETURN TO SENDER
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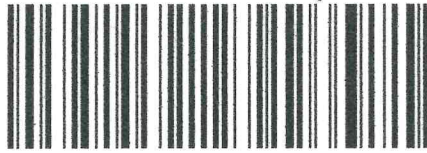
ANK

28645-5311

CITY OF
LENOIR
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801 WEST AVENUE NW
LENOIR, NC 28645

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PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

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NIXIE 274 DE 1 0012/19/23

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

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CITY OF
LENOIR
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LENOIR, NC 28645

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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NC ★ CREATE WITH US

**PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645**

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

VAC

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

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RETURN TO SENDER
UNABLE TO FORWARD

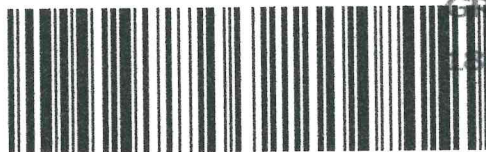
Year	Country	Population (millions)	Urban population (millions)	Urban population (%)	Population density (per sq km)	Urban population density (per sq km)	Population growth rate (%)	Urban population growth rate (%)	Population growth rate (%)	Urban population growth rate (%)	Population growth rate (%)	Urban population growth rate (%)
1950	China	550	100	18	150	100	1.2	1.2	1.2	1.2	1.2	1.2
1955	China	570	110	19	160	110	1.3	1.3	1.3	1.3	1.3	1.3
1960	China	600	120	20	170	120	1.4	1.4	1.4	1.4	1.4	1.4
1965	China	630	130	21	180	130	1.5	1.5	1.5	1.5	1.5	1.5
1970	China	660	140	21	190	140	1.6	1.6	1.6	1.6	1.6	1.6
1975	China	690	150	22	200	150	1.7	1.7	1.7	1.7	1.7	1.7
1980	China	720	160	22	210	160	1.8	1.8	1.8	1.8	1.8	1.8
1985	China	750	170	23	220	170	1.9	1.9	1.9	1.9	1.9	1.9
1990	China	780	180	23	230	180	2.0	2.0	2.0	2.0	2.0	2.0
1995	China	810	190	23	240	190	2.1	2.1	2.1	2.1	2.1	2.1
2000	China	840	200	24	250	200	2.2	2.2	2.2	2.2	2.2	2.2
2005	China	870	210	24	260	210	2.3	2.3	2.3	2.3	2.3	2.3
2010	China	900	220	24	270	220	2.4	2.4	2.4	2.4	2.4	2.4
2015	China	930	230	25	280	230	2.5	2.5	2.5	2.5	2.5	2.5
2020	China	960	240	25	290	240	2.6	2.6	2.6	2.6	2.6	2.6
2025	China	990	250	25	300	250	2.7	2.7	2.7	2.7	2.7	2.7
2030	China	1020	260	26	310	260	2.8	2.8	2.8	2.8	2.8	2.8
2035	China	1050	270	26	320	270	2.9	2.9	2.9	2.9	2.9	2.9
2040	China	1080	280	26	330	280	3.0	3.0	3.0	3.0	3.0	3.0
2045	China	1110	290	26	340	290	3.1	3.1	3.1	3.1	3.1	3.1
2050	China	1140	300	26	350	300	3.2	3.2	3.2	3.2	3.2	3.2
2055	China	1170	310	26	360	310	3.3	3.3	3.3	3.3	3.3	3.3
2060	China	1200	320	27	370	320	3.4	3.4	3.4	3.4	3.4	3.4
2065	China	1230	330	27	380	330	3.5	3.5	3.5	3.5	3.5	3.5
2070	China	1260	340	27	390	340	3.6	3.6	3.6	3.6	3.6	3.6
2075	China	1290	350	27	400	350	3.7	3.7	3.7	3.7	3.7	3.7
2080	China	1320	360	27	410	360	3.8	3.8	3.8	3.8	3.8	3.8
2085	China	1350	370	27	420	370	3.9	3.9	3.9	3.9	3.9	3.9
2090	China	1380	380	27	430	380	4.0	4.0	4.0	4.0	4.0	4.0
2095	China	1410	390	28	440	390	4.1	4.1	4.1	4.1	4.1	4.1
2100	China	1440	400	28	450	400	4.2	4.2	4.2	4.2	4.2	4.2

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801 WEST AVENUE NW
LENOIR, NC 28645**

PRICE NANCY V
309 GLENDALE ST NW
LENOIR, NC 28645

✓ AC

NIXIE 274 DE 1 9904/23/24

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

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