



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, September 2, 2025 | 6:00 pm



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to...proclaiming the week of September 17 through 23 as “Constitution Week” throughout the City of Lenoir.
- C. On behalf of the City of Lenoir Customer Service Team, Daniel Deal, Steven Thompson, and Matt Walker will be recognized as the first quarter Golden Ticket Winners. The Customer Service Team selected their Feb. 14, 2025, nomination as the most deserving for the first quarter of 2025. As a reward for providing Service Beyond Measure, Daniel, Steven, and Matt each received an extra four hours off with pay.”

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, August 19, 2025 as submitted.
- B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, August 26, 2025 as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

- A. Rick Oxford, HOME Program Plan Administrator, Western Piedmont Council of Governments will hold a public meeting to receive public input and comments concerning the proposed FY-2024 Consolidated Annual Performance and Evaluation Report. This report details the activities and expenditures of Community Development Block Grant and HOME funds during the period beginning July 1, 2024 through June 30, 2025.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information
 - 1. The 39th Annual Sculpture Celebration will be held Saturday, September 6 from 9:00 a.m. - 4:00 p.m. at the T.H. Broyhill Walking Park.
 - 2. The City/County Services Committee will meet on Monday, September 8 at noon at the J.E. Broyhill Civic Center.
 - 3. The Economic Development Advisory Committee will meet on Tuesday, September 9 at 8:15 a.m. at the J.E. Broyhill Civic Center.
 - 4. The ABC Board will meet on Thursday, September 11 at 2:00 p.m.
 - 5. The Lenoir Business Advisory Board will meet on Thursday, September 11 at 6:00 p.m. at City Hall, Third Floor.
 - 6. The Parks and Recreation Board will meet on Monday, September 15 at

6:00 p.m. at the Martin Luther King Jr. Center.

7. The Committee of the Whole will meet on Tuesday, September 23 at 8:30 a.m. at City Hall, Third Floor.
8. The Foothills Regional Airport Authority will meet on Wednesday, September 24 at noon at the Airport facility.

B. Items for Council Action

1. Minimum Housing Order; 616 Broadway Street NW: Staff recommends approval of an Order of Abatement directing Staff to proceed with the demolition and removal of the structure located at 616 Broadway Street NW, Parcel-ID 06 18 1 25B and NCPIN #2749472548 as submitted.
2. Minimum Housing Order; 313 Glendale Street NW: Staff recommends approval of an Order of Abatement directing Staff to proceed with the demolition and removal of the structure located at 313 Glendale Street NW, Parcel-ID 09 8 2 51 and NCPIN #2749981717 as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER

- A. Closed Session: City Council will enter into closed session under N.C.G.S. 143-318.11(a)(3) and N.C.G.S. §143-318.11(a)(4) to discuss matters subject to attorney-client privilege and involving economic development. The attorney-client privilege matters to be discussed are an existing lawsuit, the parties to which are Machtech Properties, LLC, and Big Bear Paw, LLC and a personnel matter involving M. Ferguson.

X. ADJOURNMENT

**PROCLAMATION IN HONOR OF
CONSTITUTION WEEK**
September 17 to 23, 2025

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the signing of the final draft of the Constitution of the United States of America by members of the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating the week of September 17 through September 23 as Constitution Week.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the City of Lenoir City Council and all our citizens, do hereby proclaim the week of September 17 through September 23, 2025, as “**Constitution Week**” in the City of Lenoir and urge all citizens to study the Constitution and reflect on the privilege of being an American with all of the rights and responsibilities this privilege affords.

This the 2nd Day of September 2025.

SEAL

Joseph L. Gibbons, Mayor



Customer Service Keys

Personable

Proactive

**Effective
Communication**

Professionalism

Timely & Efficient

Teamwork

Equitable Service

**Successful Service
Recovery**

Customer Service Team Members

Crystal McCurry, Co-Chair

Joshua Harris, Co-Chair

Jeff Church

Rhonda Hollowell

Scott Lingle

Autumn Vogler

Ty Sturgis

Juliana Tripician

Garrett Williams



May 8, 2025

Daniel, Matt, Steven,

Enclosed with this letter is a certificate for an additional four (4) hours off with pay.

You are receiving the certificate because the Customer Service Team voted and selected your Feb. 14, 2025, Golden Ticket nomination as the most deserving nomination for the first quarter this year.

In the nomination, Scott Lingle wrote, "On February 14th, I was driving down the road. As I came around the curve of Main and Creekway Dr., I ran up on a truck sitting sideways in middle of highway. The sun was low so it was very hard to see. Cars were sliding and barely missing it. There was an old couple just sitting there had no idea what to do, no telephone or help! Daniel shows up tried to boost vehicle, and Matt is standing in a blind curve trying to slow traffic down and move them over. Finally, Daniel tows the truck out of highway to a parking lot. Then, the elderly couple had no one to come get them and it was very cold, so Steven lets them borrow his phone. No one would come to get them, so Steven takes money from his pocket and pays a person to take them home. A very dangerous situation ended in a good way. If possible, I would like to get these guys a separate golden ticket for the separate things they attributed. These guys are a class act. Awesome coworkers."

The nomination said you exhibited Key 1 – Personable, Key 2 – Proactive, Key 3 - Effective Communication, Key 4 – Professionalism, Key 6 - Team Work, and Key 7 - Equitable Service.

Be sure to keep the certificate and present it with the timesheet for the period when you use the extra hours off.

The extra time off must be used within one year of the date shown on the certificate. The time is not payable upon separation from the City of Lenoir.

Thank you for providing Service Beyond Measure to the residents of Lenoir!

Joshua Harris

Co-Chair, Customer Service Team

**LENOIR CITY COUNCIL
TUESDAY, AUGUST 19, 2025
6:00 P.M.**

- PRESENT:** Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Kimmie Rogers, Crissy Thomas, City Manager Scott Hildebran, City Clerk Lauren Hartley and City Attorney Timothy Rohr.
- CITY STAFF:** In attendance was Finance Director Donna Bean, Interim Director of Special Projects and Grants David Coffey, Economic Development Main Street Director Brenda Floyd, Public Information/Communication Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church.
- ABSENT:** Mayor Pro-Tem David Stevens, Councilman Todd Perdue, Public Services & Public Works Director Jon Hogan

I. CALL TO ORDER

- A. Mayor Gibbons congratulated Lester Whittington, Martin Luther King Jr. Center Manager on 31 years of service to the City of Lenoir. He is a loyal worker and has accomplished great things for the recreation program. The City named the lobby and entrance hall located at the Martin Luther King Jr. Center in his honor, which was presented during the Harambee Festival.

Next, Mayor Gibbons reported the City of Lenoir received a certificate of recognition from the Governor's office for the participation in the North Carolina Litter Sweep Program. Public Information/Communication Director Joshua Harris thanked City staff for participating over the years. Harris stated this year we encourage residents to participate along with City staff.

Mayor Gibbons recognized Public Information/Communication Director Joshua Harris on completing the Public Executive Leadership Academy through the UNC School of Government.

Mayor Gibbons stated our nation will be celebrating America 250 on July 4, 2026. Until then, we will be commemorating the 250th anniversary by hosting various events along with surrounding municipalities. Please refer to caldwellcountync.org to stay updated on events.

- B. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

III. CONSENT AGENDA ITEMS:

Tuesday, August 19, 2025

Minutes-City of Lenoir Council Meeting

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, August 5, 2025 as submitted.
- B. Renewal Aiken Parking Lot Lease: Staff recommends approval of a 10-year Parking Lease Agreement between the City of Lenoir and Christopher E. and Janet D. Aiken, for the use of the parking lot at 1020 West Avenue. The rental amount to be paid shall be an annual amount equal to annual ad valorem taxes due the City of Lenoir, which is \$326.44 in 2025.
- C. Contract VertexOne (WaterSmart): Consideration to approve a five-year subscription with VertexOne to provide an online customer portal and dashboard – Vxsmart. In June 2024, Council approved a contract with Mueller to provide online account access with VertexOne, but Mueller is no longer providing that service. Staff recommends City Council approve a direct five-year contract with VertexOne as presented, with a contract total of \$123,384.37.
- D. Metering Project Close-out: The City adopted the Capital Project Budget Ordinance for the Metersys Capital Project in June of 2019 with a total project budget of \$4,400,000. The project finished under budget by \$15,978.75, with total expenditures of \$4,384,021.25. Staff requests Council to approve the Capital Project Budget Ordinance to Close Capital Project, as submitted.
- E. Capital Project Ordinance - Aquatics Center Improvements: Consideration of a Capital Project Budget Ordinance Amendment in the amount of \$269,710 for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) – Lenoir Aquatic and Fitness Center (LAFC) Project. The amendment increases the Capital Project Budget Ordinance to \$1,360,085. The Amendment is necessary due to increased costs for the LAFC renovation. Staff recommends City Council to adopt the Capital Project Budget Ordinance Amendment, as submitted.

Upon a motion by Councilmember Perkins, City Council voted 5 to 0 to adopt the above listed items (A through E) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information
 1. The ABC Board will meet on Wednesday, August 20 at 2:00 p.m.
 2. The Planning Board will meet on Monday, August 25 at 5:30 p.m. at the City/County Chambers.
 3. The Committee of the Whole will meet on Tuesday, August 26 at 8:30 a.m. at City Hall, Third Floor Conference Room.
 4. The Foothills Regional Airport Authority will meet on Wednesday, August 27 at noon at the Airport facility.
 5. The Carolina Tattoo & Arts Gathering event is scheduled for Friday, August 29 through Sunday, August 31 in downtown Lenoir at the Harper Room located at 1016 Harper Avenue NW.
 6. City Offices will be closed on Monday, September 1 in observance of Labor Day.
 7. The 39th Annual Sculpture Festival will be held Saturday, September 6 from 9:00 a.m. to 4:00 p.m. at the T.H. Broyhill Walking Park.

B. Items for Council Action

1. Bid-PARTF Aquatics Center Improvements: Consideration of award of the Guaranteed Maximum Price (GMP) construction contract for renovation improvements to the Lenoir Aquatics and Fitness Center (LAFC) to JM Cope Construction, with a total contract amount of \$924,825.00. City staff engaged JM Cope Construction for the LAFC project to complete a design build process offering turn-key project delivery. Staff recommends awarding the GMP construction contract, as submitted.

City Manager Scott Hildebran stated Phase 1 of the project has been completed, which included the construction of a splash pad at the Rotary Soccer Complex. Phase 2 includes design work and interior renovation improvement construction, Guaranteed Maximum Price interior renovations improvement that will include the addition of an ADA family bathroom, addition of a breakroom for staff, relocating the whirlpool/hot plunge to the indoor pool area, renovations of three locker rooms, repairs to the ceiling, painting, installing full size doors to the racquetball rooms, floor renovations, and renovating/constructing a corridor. Phase III will be the installation of a replacement slide at the outdoor pool. The contract total of \$924,825.00 also includes contingencies and is a Guaranteed Maximum Price.

The JM Cope Construction representatives and City of Lenoir Interim Director of Special Projects and Grants David Coffey were in attendance for any questions.

Upon a motion by Councilmember Beal, City Council voted 5 to 0 to approve the construction contract Bid-PARTF Aquatics Center Improvements to JM Cope Construction in the amount of \$924,825.00, as presented.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

Councilmember Rogers reported on a Tomato Blast event at the Unity Park and Community Gardens on August 22nd from 5:30-7:00 p.m.

X. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:15 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

This document presented and filed:
08/26/2025 10:27:24 AM

Fee \$26.00



10110179

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

North Carolina

Caldwell County

LEASE

This contract of lease made and entered into this 19th day of August, 2025, by and between Christopher E. Aiken and Janet D. Aiken, Lenoir, North Carolina 28645, Party of the First Part, and the City of Lenoir, a North Carolina municipal corporation, Party of the Second Part; both of Caldwell County, North Carolina.

That subject to the terms and conditions herein set out, said Party of the First Part doth hereby let and lease unto said Party of the Second Part, and said Party of the Second Part doth hereby accept as tenant of said Party of the First Part, a certain lot in Lenoir, Caldwell County, North Carolina, located at the following address; from 1020 West Avenue, NW, Lenoir, Caldwell County, North Carolina, and more specifically described as: BEING all of Lot No. 2 containing 0.441 acres being a portion of Deed Book 1749, at Page 832, as shown on plat entitled "Boundary Survey of the EMW Properties, LLC and Minor Subdivision of the City of Lenoir property, Lenoir Township, Caldwell County, N.C., for Aiken Development, prepared by Western Carolina Surveyors, P.A., recorded in Plat Book 31, at Page 129, Caldwell County Registry, reference to which is hereby made for more particular description, as recorded in the Caldwell County Registry at Book 1749 at pages 832- 839 (NC PI N 279772207).

The Terms and conditions of this lease being as follows:

The lease shall begin as of the first day of October, 2025, and, unless sooner terminated as herein provided, shall exist and continue until and including the last day of September, 2035. In addition, the City of Lenoir may renew the term of this lease for an additional period of up to ten (10) years beyond said September 2035, date upon the same terms and conditions as set forth herein. Such ten-year renewal of the lease shall occur automatically without notice, unless either

party shall provide written notice to the other party electing not to renew the lease at least thirty (30) days prior to the expiration of the initial ten-year period.

The rental amount to be paid by said Party of the Second Part for said premises shall be an annual amount equal to annual *ad valorem* taxes due the City of Lenoir which shall accrue upon and be attributable to the leased premises. Such payment shall be due and payable on or before the 30th day of September of each year during the term of the lease. The Party of the First Part, shall be responsible for timely payment of the annual *ad valorem* taxes due Caldwell County. Such rental payment shall be made by the Party of the Second Part by direct payment to the tax collector of the City of Lenoir of amount attributable to such municipal *ad valorem* taxes as the same shall become due each year during the term of the lease. In the event of an *ad valorem* tax re-valuation of the premises, the amount of the annual rental payment shall respectively increase or decrease to the annual amount of the municipal *ad valorem* taxes due on the property as a result of any such re-evaluation. For the purpose of this lease, the current annual rental amount shall be calculated at the rate of \$329.44 per year with a tax rate of .4685 per \$100 in accessed value and the downtown special district tax rate of .18 per \$100 in accessed value, payable annually as stated above.

In the event that the leased premises shall be combined with the adjoining tract also owned by the Party of the First Part (NC PIN 2749772374) into a combined single tax lot for ad valorem tax purposes, then the annual rental amount due for subsequent years shall be calculated as a portion of the resulting new municipal ad valorem amount due the City of Lenoir on the new combined tract and tax lot in the following ratio:

\$50,800.00 (the current tax value on the leased premises lot) divided by \$478,700.00 (the combined current tax values of both the leased premises and the said adjoining lot –\$50,800 + \$427,900), or ten and sixty-one one hundredths percent (10.61%) of such amount due.

The Party of the Second Part may use the leased premises as a municipal public parking lot each weekday from 5:00 p.m. until 5:00 a.m. Monday through Friday, and all weekends from Friday at 5:00 p.m. through the following Monday at 5:00 a.m. (“Lease Periods”). The Party of the Second Part may also designate 5 business weekdays per each annual lease period, from 5:00 a.m. until 5:00 p.m. for its additional use of the premises as a municipal public lot. Such designation shall be made in writing to the Party of the First Part at least thirty (30) days prior to the date of such designated weekday(s).

As part of the consideration for acquisition of ownership of the leased premises from the City of Lenoir, the Party of the First Part is obligated to maintain “pedestrian scaled” outdoor lighting for the parking lot at a location and pursuant to specification designated and approved by the City of Lenoir. During the pendency of this lease the Party of the Second Part shall pay the Duke Energy monthly electric service charges attributable to such lighting facility.

The Party of the Second Part shall be responsible for cleaning up the parking lot after public events that are sponsored or permitted by the City of Lenoir. In addition, the Party of the Second Part shall be responsible for repairing damage to the parking lot which may occur as a result of use of the parking lot during Lease Periods resulting from use by unusually heavy vehicles or equipment or by outriggers/ blocking, and the City should have appropriate restrictions on parking or use to minimize the risk of such damage. The Party of the First Part shall be responsible for such damage during times outside of the Lease Periods, as well as for normal wear and tear and basic maintenance of the parking lot, such as re-sealing, striping, hole repair, etc.

The Party of the Second Part agrees to indemnify and hold the Party of the First Part harmless from claims which may subsequently be asserted during the term of lease by the third parties during the pendency of this lease as a result of the operation of a parking lot by the Party of the Second Party during hours of municipal parking. The Party of the First Part agrees to indemnify and hold the Party of the Second Part harmless from claims which may subsequently be asserted during the term of lease by the third parties during the pendency of this lease as a result of the operation of a parking lot by the Party of the First Part during hours of parking on weekday periods not designated for use by the Party of Second Part.

In testimony whereof, said parties have hereunto set their hands and seals.



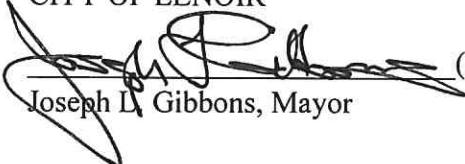
SEAL

PARTY OF THE FIRST PART

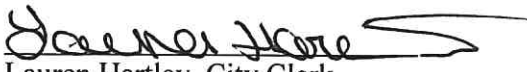
BY:  (SEAL)
Christopher E. Aiken

 (SEAL)
Janet D. Aiken

PARTY OF THE SECOND PART
CITY OF LENOIR

 (SEAL)
Joseph D. Gibbons, Mayor

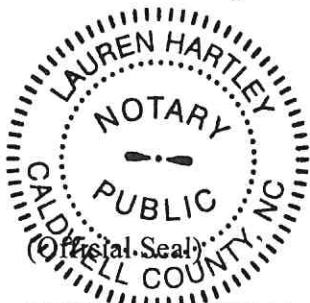
ATTEST:


Lauren Hartley, City Clerk

NORTH CAROLINA
CALDWELL COUNTY

I ~~Lauren Hartley~~ certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a ~~driver's license~~) (a credible witness has sworn to the principal's identity); acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Christopher D. Aiken.

Date: August 25, 2025



Lauren Hartley
Official Signature of Notary Public
Lauren Hartley
Printed Name of Notary Public

My Commission Expires: 8/16/2026

NORTH CAROLINA
CALDWELL COUNTY

I certify that the following person personally appeared before me this day, and (I have personal knowledge of the identity of the principal) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a ~~driver's license~~) (a credible witness has sworn to the principal's identity); acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Janet D. Aiken.

Date: August 25, 2025



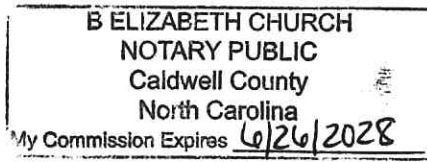
Lauren Hartley
Official Signature of Notary Public
Lauren Hartley
Printed Name of Notary Public

My Commission Expires: 8/16/2026

NORTH CAROLINA
CALDWELL COUNTY

I certify that Lauren Hartley personally appeared before me this day and acknowledged that they are City Clerk for the City of Lenoir, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Joseph L. Gibbons as its Mayor, sealed with its corporate seal and attested by Lauren Hartley as its City Clerk.

Witness my hand and official stamp or seal, this 25th day of August, 2025.



B. Elizabeth Church
Official Signature of Notary Public
B. Elizabeth Church
Printed Name of Notary Public

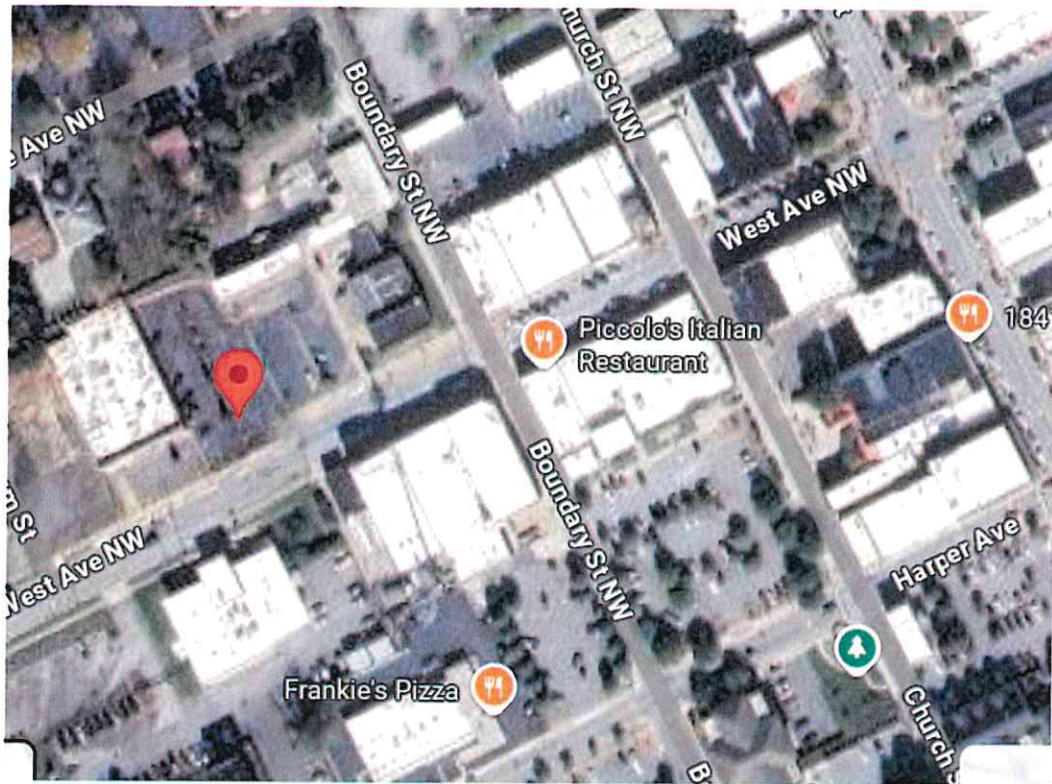
My Commission Expires: 6/26/2028

(Official Seal)

The foregoing Certification(s) of _____ is/are certified to be correct.
This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

By _____
Deputy/Assistant-Register of Deeds





1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By: Eric Thompson
Email: eric.thompson@vertexone.net
Phone: (314) 401-0808
Legal Entity: VertexOne Software, LLC

Client Name: Lenoir NC, City of
Contact Name: Jeff Church
Email: jeff.church@lenoirnc.gov
Phone: 828-757-2175

Offer Valid Through: 9/30/2025
Effective Date: 9/15/2025
Contract Term (months): 60
Contract End Date: 9/14/2030
Payment Frequency: Annually in Advance
Payment Terms: Net 30

Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	10,700.00	\$0.70000	\$7,490.00	\$624.17
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$15,750.00000	\$15,750.00	\$1,312.50

Year 2

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	10,700.00	\$0.72100	\$7,714.70	\$642.89
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$16,222.50000	\$16,222.50	\$1,351.88

Year 3

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	10,700.00	\$0.74263	\$7,946.14	\$662.18
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$16,709.17500	\$16,709.18	\$1,392.43

Year 4

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	10,700.00	\$0.76491	\$8,184.54	\$682.04
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$17,210.45025	\$17,210.45	\$1,434.20



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Year 5

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	10,700.00	\$0.78786	\$8,430.10	\$702.51
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$17,726.76376	\$17,726.76	\$1,477.23

ORDER TOTAL \$123,384.37

Transactional Fees

Price Component	Price	Note
System Generated Notifications	\$0.00	Unlimited notifications are included at no-cost to Client
On Demand Notifications Composition and Initiation Fee	\$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne
Electronic Document Archival Notifications and Document Images (up to 24 months)	\$ 0.005	One-time charge, per item archived within VertexOne. This applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.
VertexOne SMS Gateway Transactional Fee	Cost + 10%	Per SMS sent
VertexOne Print & Consumable Transactional Fee	Cost + 10%	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

Rate Card

Rate Card	Price	Note
VertexOne Blended Rate	\$ 225.00	Per hour for professional services

Terms and Conditions

Introduction

This order replaces and supersedes any other previous Order Forms, and/or understandings between VertexOne Software, LLC and Lenoir NC, City of ("Client") Agreement dated, 9/15/2025, pertaining to the subject matter herein and for the products listed above. Notwithstanding the foregoing, Client shall remain responsible for any and all amounts already due and/or payable for the products listed above up to the Billing



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Start Date of this Order. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control. VertexOne pricing is presented in USD.

Timely Renewal Policy

If Client uses the Software beyond the Subscription End Date, VertexOne may apply a twenty-five percent (25%) increase to the Fees and may, in its sole discretion, add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the Subscription End Date or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the hold-over period, no refund or credit against future fees will be given.

Change Management Policy

Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process outlined in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the VertexOne Blended Rate, excluding travel expenses. The VertexOne Blended Rate is subject to Annual Escalation increases per the Agreement terms.

Transactional Fees

Transactional Fees include, Composition Fee, Document Archival, SMS Pass Through and Print Pass Through. The Annual Pricing detailed in this Quote are based on average usage, actual pricing will be based on Client usage on a monthly basis. Transactional Fees are calculated by the volume of Services consumed. Unless explicitly stated otherwise, Transactional Fees are not cancelable, and Fees paid are not refundable.

Signatures

VertexOne

Name: Keith Foester
 Title: CFO
 Date: 8/22/2025
 Signature: [Signature]
 2929B544BC9C41D...

Client

Name: Scott Hildebran
 Title: City Manager
 Date: 8/19/25
 Signature: [Signature]



Master Services Agreement

Prepared For

City of Lenoir, NC

Eric Thompson

Account Manager - VertexOne

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VertexOne Master Services Agreement

This VertexOne Master Services Agreement is comprised of the VertexOne General Terms set for the below ("General Terms"), and all Attachments, Order Form(s), and Statement(s) of Work that are incorporated by reference into the VertexOne Master Agreement (collectively, the "Agreement"), and is entered into by VertexOne Software, LLC, a Delaware limited liability company located at 1321 Upland Dr., Suite 8389, Houston, TX 77043 ("VertexOne") and City of Lenoir, with its principal office address at PO Box 958, Lenoir, NC 28645 ("Client").

The following documents to the extent they are attached and incorporated by reference herein ("Attachments") shall be read and construed as part of the Agreement. In the event of ambiguity or contradiction between different parts, precedence shall be given in the order listed: (i) Order Form(s); (ii) General Terms; and (iii) Statement(s) of Work, and (iv) any other Attachment(s).

PROPRIETARY AND CONFIDENTIAL

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VertexOne Master Agreement General Terms

1. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that entity, and shall include any such entity that meets such test whether before or after the Effective Date. Control means control of greater than 50% of the voting rights or equity interests of a party.

"Applicable Law" means any applicable law, statute, regulation, rule, notice, judgment, order, instruction or award of any court or other Competent Authority and any applicable official request or requirement with which either or both of the parties is or are legally required to comply, in each case as amended from time to time.

"Authorized Users" means employees, agents, consultants, contractors, or vendors authorized by Client to use the Software, subject to the terms and conditions of this Agreement.

"Client Data" means any data (including any Client Personal Data as defined in any applicable Order Form), contained in documents, text, drawings, diagrams, images, messages (together with any database made up of any of those), embodied in any medium, that are supplied to VertexOne by or on behalf of Client, or which VertexOne is required to generate, process, store or transmit pursuant to this Agreement, or any data that is initiated or authorized by the Client.

"Confidential Information" means any business, technical, or other information that one party or its Affiliates, or the Recipient's employees, Affiliates, agents, or professional advisors (the "Delegates") of such party or its Affiliates ("Disclosing Party") discloses to the other party or its Affiliates, or the Delegates of such party or its Affiliates ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations or is or becomes public through no fault of the recipient.

"Indemnified Materials" means the products, information, and materials provided by either the Client or VertexOne under this Agreement.

"Intellectual Property Right(s)" means all copyrights and other intellectual property rights, however arising and in any media whether or not registered, including copyright, patents, trademarks, service marks, trade names, registered and unregistered designs, trade secrets, any applications for the protection or registration of those rights, and renewals and extensions of those rights, throughout the world

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between VertexOne and Client or any of VertexOne's Affiliates, including any addenda, attachments, schedules, and supplements thereto.

"Personnel" mean all employees, agents, consultants, or subcontractors of VertexOne or Client, as applicable.

"Services" has the meaning described in the applicable Order Forms, Statement of Work, or Attachments.

"Software" means any web-based or offline software application that is provided by VertexOne.

"Statement(s) of Work" means an Attachment that contains a description of applicable Software or Services to be provided by VertexOne to Client, as well as any milestones, deliverables, and Client obligations.

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“Territory” means the United States and Canada, or any other jurisdiction identified in the Order Form.

“Third-Party Materials” means any software programs or services that are made available by third parties that are provided to Client under this Agreement.

“URL” means a uniform resource locator address to a site on the internet and includes any general terms arising from a URL mentioned in this Agreement, an Attachment, Order Form, or Statement of Work.

2. VertexOne Responsibilities.

1. **Provision of Services; Access and Use.** After the parties complete and execute one or more Order Forms, or Statement of Work, and subject to payment of all applicable fees, VertexOne will provide the Services to Client in accordance with the Agreement and hereby grants Client, during the Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Software and Services solely for Client’s internal business purposes within the Territory and in the quantity specified in the applicable Order Form.
2. **Compliance with Law.** Each party will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable. Each Party will remain responsible for its own regulatory compliance. This Agreement is not intended to and shall not be deemed to delegate any regulatory requirement.
3. **VertexOne shall promptly correct any defect or substitute Services, Software, or products to achieve the functionality and benefits originally specified in the Order Form or Statement of Work.** If VertexOne makes such correction or substitution, VertexOne shall have no further liability with respect to said defect(s).

3. Client Obligations.

1. **Client will perform responsibilities and shall fulfill them with the necessary due care and skill within the timescales specified in this Agreement and any applicable Attachments, or if no timescales are specified, as instructed by VertexOne consistent with this Agreement.** Client shall provide: (i) all timely and reasonable assistance to VertexOne as reasonably requested or required by VertexOne in order for VertexOne to be able to provide (and for Client to be able to receive) the Services, and (ii) all Internet and technology requirements required to access, connect to, and receive the VertexOne Services.
2. **Restrictions on Use.** Client shall not (directly or indirectly): (a) copy or reproduce the Software except as permitted under this Agreement; (b) modify, reverse engineer or disassemble the Software or decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Software or use the Software for any competitive purpose; (c) interfere with or disrupt the integrity or performance of the Software; (d) attempt to gain unauthorized access to the Software or its related systems or networks, or perform unauthorized penetrating testing on the Software.

4. Payment Terms.

1. **Payment.** VertexOne will invoice Client for the applicable fees and Services, as set forth in the Order Form and Statements of Work (“Fees”). Unless otherwise agreed upon in this Agreement, Client will pay

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VertexOne all invoiced amounts by thirty (30) days after receipt of the invoice (the "Payment Due Date"). Client shall notify VertexOne of any disputed invoices within ten (10) days of receipt of the Invoice, and if such notice is not provided the invoice will be deemed accepted.

2. Taxes. Client is responsible for paying all taxes associated with its purchases hereunder. If VertexOne has the legal obligation to pay or collect taxes, VertexOne will invoice Client and Client will pay that amount unless Client provides VertexOne with a valid tax exemption certificate authorized by the appropriate taxing authority.
3. Overdue Payments. If Client's payment is overdue, then VertexOne shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law.
4. Upon (a) any automatic extension of the Term or the Subscription End Date, or (b) use of the Software beyond the Term or Subscription End Date, VertexOne shall apply a twenty-five percent (25%) increase to the Fees and may in its sole discretion add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the automatic extension date, Subscription End Date, or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the extension or hold-over period, no refund or credit against future fees will be given.

5. Intellectual Property.

1. Intellectual Property Rights. Except as expressly described in the Agreement, Order Form, or Statement of Work, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Client retains all Intellectual Property Rights in Client Data, and VertexOne retains all Intellectual Property Rights in the VertexOne data, Services and Software.
2. Client Data. Client hereby grants VertexOne the limited, non-exclusive right to view and use the Client Data solely for the purpose of providing the Services hereunder in the Territory. VertexOne will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client's Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Client Data by VertexOne personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as Client expressly permits in writing.
3. Deliverables and Derivatives. Client acknowledges that as between Client and VertexOne, VertexOne shall retain ownership of all Intellectual Property Rights in and to deliverables hereunder and the derivative works (whether independently or jointly conceived), this shall include all Software and Services delivered through the Change Management Process, regardless of whether or not incorporated in any Software, and Client shall acquire no right or interest in the same. Notwithstanding this Section, each Order Form or Statement of Work may specifically identify work for hire as defined under the U.S. Copyright Act.
4. Third-Party Materials. The Software and Services may include Third-Party Materials subject to their respective licenses and terms and conditions as indicated in the Attachments, where applicable; and VertexOne shall not be liable to Client for any liabilities arising therefrom.

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5. Aggregated Data; Feedback. Client hereby gives its permission to VertexOne to (i) use any feedback or suggestions received by VertexOne from Client or Authorized Users, and (ii) to use and disclose, on an anonymous and/or aggregated basis, any data pertaining to Client end customers, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section shall survive any termination or expiration of the Agreement.

6. Confidentiality.

1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Personnel and Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 6 (Confidentiality); (b) with the Disclosing Party's consent; or (c) as strictly necessary to comply with law, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure, unless (i) the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

7. Marketing and Publicity.

Client agrees that VertexOne may identify Client as a customer and use Client's logo and trademark on VertexOne's marketing materials.

8. Representations and Warranties.

Each party warrants, represents, and covenants that: it has the full capacity and authority to enter into and to perform this Agreement, this Agreement is executed by a duly authorized representative of that party; and there are no actions, suits, or proceedings or regulatory investigations pending or to that party's knowledge, threatened against or affecting that party before any statutory or regulatory authority which is permitted by statute to issue rules and regulations in the United States (the "Competent Authority") that might affect the ability of that party to meet and carry out its obligations under this Agreement. Except for any warranties specifically identified in this Agreement, both parties agree that the warranties set out in this section are in lieu of and exclude all other terms. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THERE ARE NO OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, AND THERE ARE NO IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification.

1. VertexOne Indemnification Obligations. Subject to the Liability Cap in Section 10.1(b) (Limited Liabilities), VertexOne will defend Client and its Affiliates participating under the Agreement ("**Client Indemnified Parties**"), and indemnify them against approved settlements or any finally awarded cost or damages ("**Indemnified Liabilities**") in any formal legal proceeding, claim, demand, action, or

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investigation initiated by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) (a **“Third-Party Legal Proceeding”**) to the extent arising from an allegation that the Client Indemnified Parties’ use of VertexOne-provided Software or Services (hereinafter the **“VertexOne Indemnified Materials”**) infringes the third party’s Intellectual Property Rights.

2. **Client Indemnification Obligations.** Subject to the Liability Cap in Section 10.1(b) (Limited Liabilities), Client will defend VertexOne and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) an allegation that the VertexOne Indemnified Party’s use of any Client Data or any other Client-provided materials (hereinafter the **“Client Indemnified Materials”**) infringes the third party’s Intellectual Property Rights; (b) any losses, damages, costs or expenses and other liabilities (including reasonable legal fees) (the **“Losses”**) suffered by or claims made against VertexOne as a result of Client’s misuse of the Services; and (c) any Losses arising out of or relating to Client Data.
3. **Indemnification Exclusions.** Sections 9.1 (VertexOne Indemnification Obligations) and 9.2 (Client Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party’s breach of the Agreement or (b) the gross negligence or willful misconduct, in each case of the other party or their agents. Moreover, Section 9.1 (VertexOne Indemnification Obligations) will not apply in the event that a claim arises from or relates to: (a) any modification, alteration or conversion of the VertexOne Indemnified Materials not created or approved in writing by VertexOne; (b) any combination or use of the VertexOne Indemnified Materials with any computer, hardware, software, data or service not required by the Documentation or this Agreement; (c) or VertexOne’s compliance with specifications, requirements or requests of Client.
4. **Indemnification Conditions.** Sections 9.1 (VertexOne Indemnification Obligations) and 9.2 (Client Indemnification Obligations) are conditioned on the following:
 - a. The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) and cooperate reasonably with the indemnifying party to resolve the allegation(s).
 - b. The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement, will require the indemnified party’s prior written consent.
5. **Remedies.**
 - a. If VertexOne reasonably believes the Services might infringe a third party’s Intellectual Property Rights, then VertexOne will, at its sole option and expense, (i) procure the right for Client to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.
 - b. If VertexOne does not believe the remedies in Section 9.5 (a) are commercially reasonable, then VertexOne may disable access to or use of the Services or components of the Services or terminate the impacted Services.
 - c. The provisions contained in Section 9.1 and this Subsection 9.5 are the Client’s sole and exclusive remedy for any alleged infringement by VertexOne of a third party’s Intellectual Property Rights.

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10. Liability.

1. Limited Liabilities.
 - a. SUBJECT TO SECTION 10.2 (UNLIMITED LIABILITIES), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY
 - i. INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; OR
 - ii. LOST REVENUES, PROFITS, SAVINGS, DATA, CAPITAL, LOSSES BY REASON OF COST OF CAPITAL, OR GOODWILL,
 - b. EVEN IF SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE PRINCIPLE ON WHICH THE CLAIM IS BASED.
 - c. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees that Client paid under the applicable Services Order, Order Form, or Statement of Work during the 12-month period before the event giving rise to Liability (the "Liability Cap").
2. Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for: (a) its gross negligence; (b) its fraud or fraudulent misrepresentation; (c) its breach caused or contributed to by of any licenses granted by VertexOne; or (d) its payment obligations under the Agreement.

11. Term and Termination.

1. Agreement Term. The Agreement is effective from the date of the last party's signature of the General Terms (the "Effective Date") until it expires or is terminated in accordance with its terms (the "Term").
2. Termination for Breach.
 - a. Termination of an Order Form or Statement of Work. Either party may terminate an Order Form, or Statement of Work if the other party is in material breach of the applicable Order Form, or Statement of Work and fails to cure that breach within 30 days after receipt of written notice. Payments following termination by Client for VertexOne's uncured material breach of an Order Form, or Statement of Work will be governed by Section 11.3.2 or the terms of the applicable Order Form, or Statement of Work.
 - b. Termination of the Agreement. Either party may terminate this Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or has submitted a plan for cure of breach accepted in writing by the non-breaching party within such 30 day period (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.
3. Effects of Termination.
 1. In the event of expiration or termination of this Agreement for any reason, each party shall return to the other party (as applicable) any assets, equipment, Software, data, documentation, information, and other material of whatever kind and in whatever form belonging to the other party which it has no legal right to retain.
 2. In the event of expiration or termination of this Agreement for any reason, Client shall pay to VertexOne all unpaid Fees and any other sums due under this Agreement in accordance with the payment terms expressed in this Agreement. Such payment shall not prejudice all other rights each party may have against the other.

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3. Expiration or termination of this Agreement for any reason shall not affect the rights and liabilities subsisting at the date of such termination or expiration, or any Order Forms or Statement of Work intended to apply and/or to continue in force after expiration or termination.

12. Miscellaneous.

1. Assignment Neither party may assign this Agreement or any of its rights and obligations under this Agreement without the prior consent of the other party which consent shall not be unreasonably delayed, withheld or conditioned; provided, however, that either party may assign or delegate its rights and obligations under this Agreement, in whole or in part, without the other party's consent to (i) an Affiliate, or (ii) to an entity that acquires all or substantially all of the assets of such party or which is the successor in a merger or acquisition involving such party.
2. Sub-Contractors and Other Personnel
 - a. VertexOne shall be entitled to subcontract any part of its rights or obligations under this Agreement without Client's prior consent to any Affiliate or third party provided that it remains liable for the acts and omissions of such Affiliate or third party as if they were its own. Client acknowledges that, and consents to, some of the Services being delivered by VertexOne through other companies in VertexOne.
 - b. Client is and shall remain liable for the acts of omissions of Client Personnel in connection with this Agreement as if they were Client's own.
3. Force Majeure. Other than obligations to make payments when due, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war (a "Force Majeure Event"). If there is a Force Majeure Event, then the excused party will promptly provide written notice to the other party and will use commercially reasonable efforts to recommence performance.
4. Insurance. VertexOne shall maintain in force for the Term the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement:
 - a. Commercial General Liability Insurance issued on a standard ISO Commercial General Liability policy form (CG 0001) or its equivalent in an amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and
 - b. Professional Liability Insurance including errors, omissions, and cyber coverage in an amount of at least five million dollars (\$5,000,000) per claim; and
 - c. Automobile Liability Insurance including hired and non-owned vehicles in an amount of at least one million dollars (\$1,000,000) per accident; and
 - d. Worker's compensation insurance in such form, and in such amounts, as may be required by law from time to time.
5. No Agency. VertexOne is an independent contractor and shall not be considered an officer, agent, or employee of Client.
6. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
7. Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
8. No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

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9. Dispute Resolution Procedure. The parties will attempt in good faith to resolve within 30 days any dispute or claim arising out of or in relation to this Agreement before filing a formal legal proceeding before a court or government tribunal. Nothing in this Section (Dispute Resolution Procedure) shall prevent either party from instigating immediate legal proceedings to avoid irreparable damage or to preserve the status quo.

Notice; Governing Law. Notices shall be given to each party at their respective addresses as first stated in the preamble of this Agreement. All Notices will be in writing and will be deemed to have been duly given (a) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or, (b) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Notices can also be sent via electronic mail to the following email addresses: legaldl@vertexone.ai for VertexOne and jeff.church@lenoirnc.gov for the Client. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of Dallas County with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

10. Entire Agreement. The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms, which are incorporated by reference into the Agreement. Any amendment to this Agreement shall be in writing.
11. Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
12. Affiliates. Notwithstanding any provision of this Master Agreement to the contrary, either Party may enter into an Order Form or Statement of Work using an Affiliate of the named Party to this Agreement, and terms of this MSA shall incorporate automatically by reference.

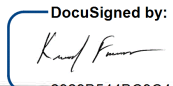
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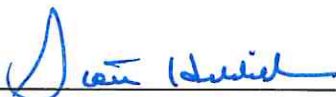


IN WITNESS WHEREOF, this Agreement is hereby executed to be effective as of the Effective Date.

VERTEXONE:

By:  _____
2929B544BC9C41D...
 Name: Keith Foester
 Title: CFO
 Date: 8/22/2025

CLIENT:

By:  _____
 Name: Scott Hildebran
 Title: City Manager
 Date: 8/19/25

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CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item: Staff requests Council to approve the close out of the Metersys project.

II. Background:

The City of Lenoir periodically establishes capital project ordinances for endeavors that involve construction/infrastructure activities or grant funding for a purpose covering more than one year. In most cases, the duration of a project will extend from one fiscal year into another. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year basis.

The City adopted the Capital Project Budget Ordinance for the Metersys Capital Project in June of 2019 with a total project budget of \$4,400,000. This project was complete as of August, 2025 with total expenditures of \$4,384,021.25. The project finished under budget by \$ 15,978.75 and the escrow account earned \$6,767.25 in interest for an excess of \$22,746.00 which will be reverted to the lender, US Bank, as a principal payment. The budget information is as follows:

The following expenditures were anticipated:

Description	Original Budget	Actual Costs	Difference
Muller Systems	3,762,645.00	3,910,372.76	(147,727.76)
Turn-Key Program Management Fees	339,130.00	473,648.49	(134,518.49)
Contingency	298,225.00		298,225.00
Total Expenditures	4,400,000.00	4,384,021.25	15,978.75

The following revenues were anticipated to be available to complete this project:

Description	Original Budget	Actual Revenue	Difference
US Bancorp (10 year loan with 2.925% interest rate)	4,400,000.00	4,384,021.25	15,978.75
Interest Income		6,767.25	6,767.25
Total Expenditures	4,400,000.00	4,390,788.50	22,746.00

Staff would like to close out the capital project noted above. A Capital Project Budget Ordinance to Close Capital Project has been prepared and is attached for your review and approval.

III. Staff Recommendation:

Approve as requested.

IV. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

**CAPITAL PROJECT BUDGET ORDINANCE TO CLOSE CAPITAL PROJECT
FOR THE CITY OF LENOIR**

WHEREAS, The City of Lenoir periodically establishes capital project ordinances for endeavors that involve construction/infrastructure activities or grant funding for a purpose covering more than one year. In most cases, the duration of a project will extend from one fiscal year into another. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year basis

WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

WHEREAS, The City adopted the Capital Project Budget Ordinance for the Metersys Capital Project in June of 2019 with a total project budget of \$4,400,000. This project was complete as of August, 2025 with total expenditures of \$4,384,021.25. The project finished under budget by \$ 15,978.75 and the escrow account earned \$6,767.25 in interest for an excess of \$22,746.00 which will be reverted to the lender, US Bank, as a principal payment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT:

The Capital Project Budget Ordinance for the Metersys Capital Project be closed.

Adopted this 19 day of August, 2025

 _____ Mayor

Attest:

 _____, City Clerk



Mueller Systems
10210 Statesville Blvd
Cleveland, NC 28037

phone: 704-278-2221
fax: 704-278-9616
muellersystems.com

July 9, 2025

Jeff Church, EdD, UMC
Public Utilities Director, City of Lenoir
Public Services Department
510B Greer Circle SW
Lenoir, NC 28645

Re: Project Closeout & System Acceptance

Project Milestones Completed

- The network is reporting at greater than 98.5% reliability
- The Sentryx database is correct and displaying properly
- Front office and field personnel have been trained on the use and operation of the Mi.Net system and all included software
- The file interfaces to and from billing software are all programmed and working correctly
- Currently using Mi.Net reads and exporting them for billing
- 10,971 Water meters are installed
- Project Closeout document was prepared on July 9th, 2025

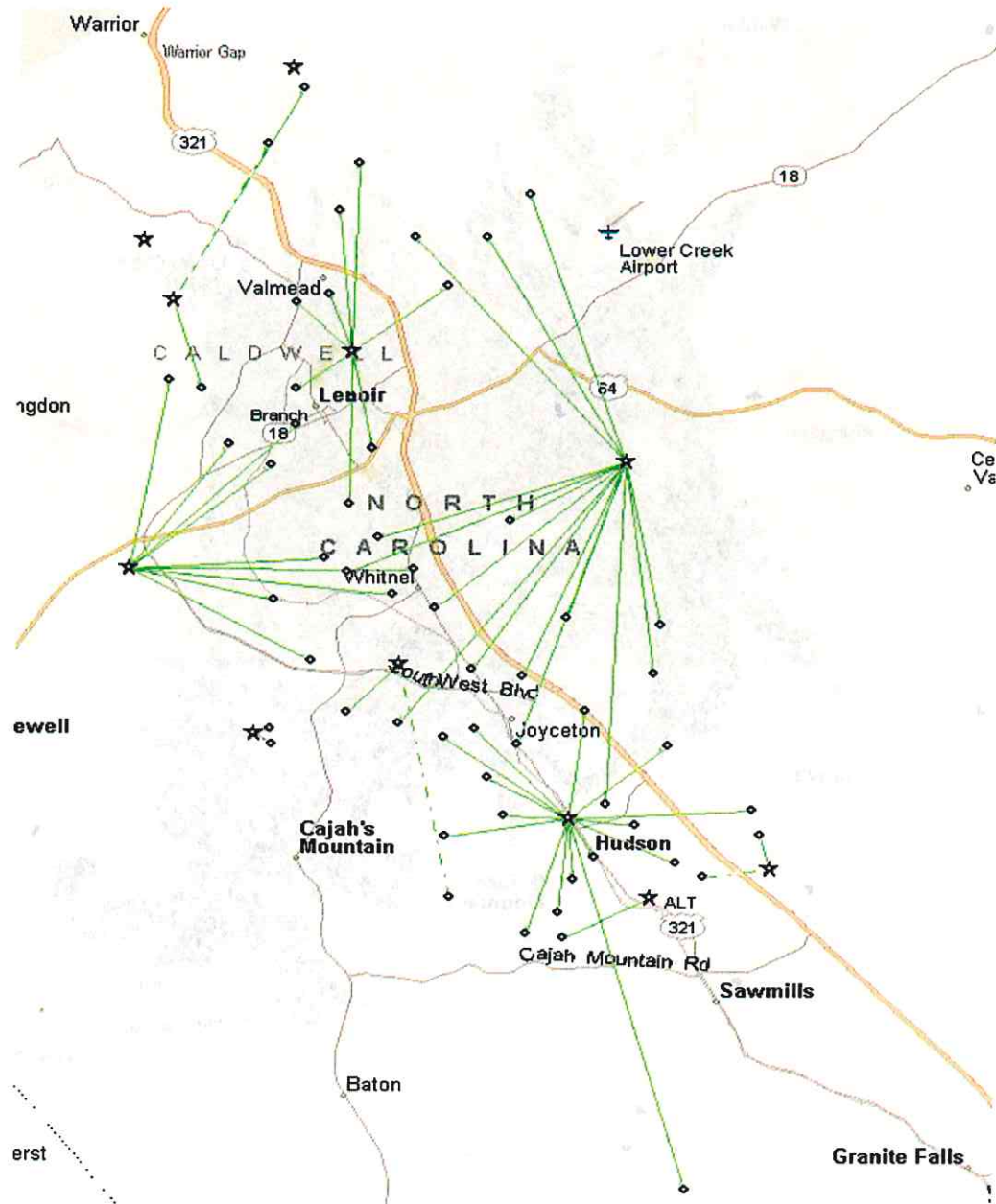
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Mueller Systems
10210 Statesville Blvd
Cleveland, NC 28037

phone: 704-278-2221
fax: 704-278-9616
muellersystems.com

Mi.Net V4 Network Hubs & Repeaters

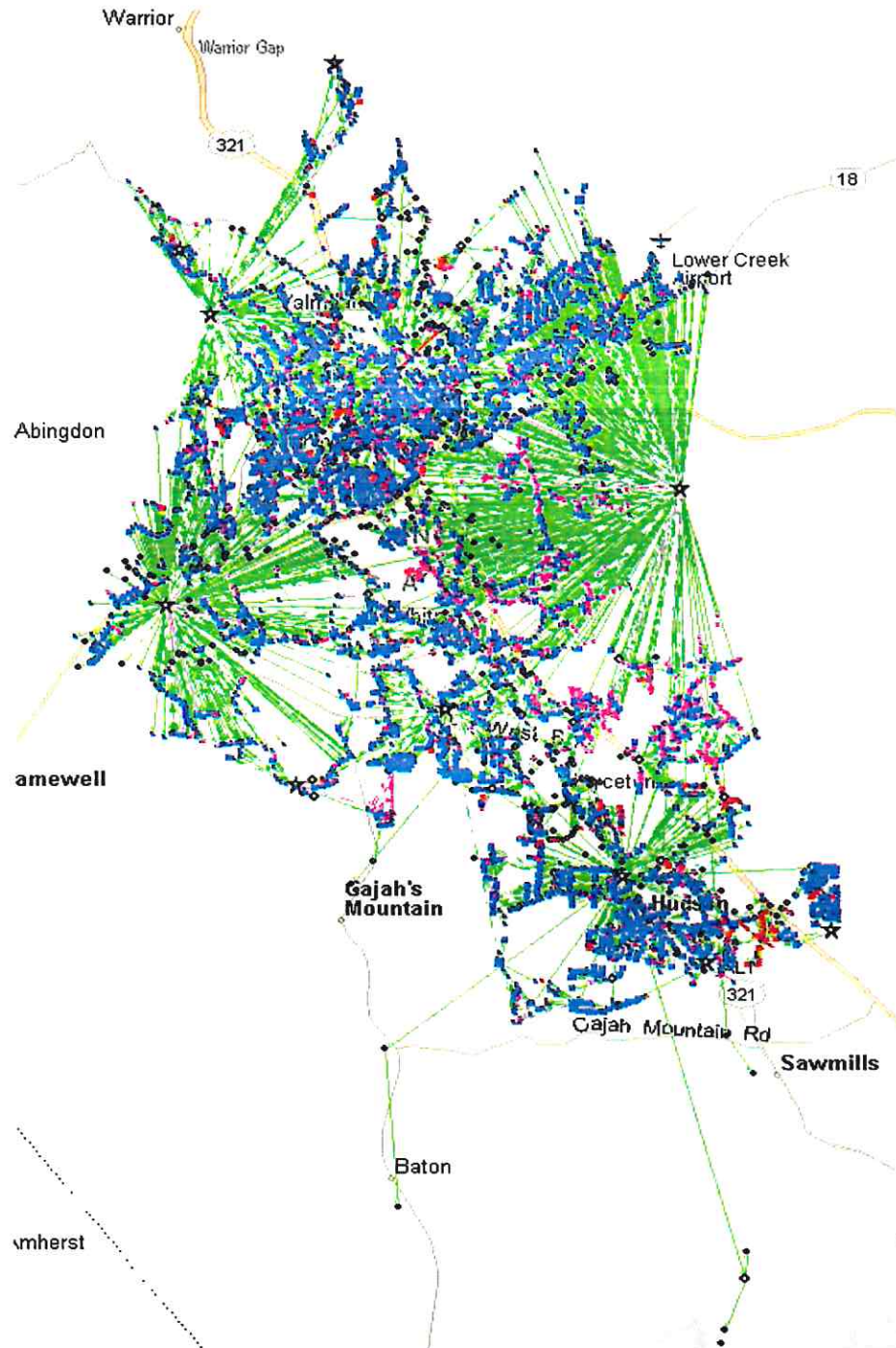




Mueller Systems
10210 Statesville Blvd
Cleveland, NC 28037

phone: 704-278-2221
fax: 704-278-9616
muellersystems.com

Mi.Net V4 Network Water Meters





Mueller Systems
10210 Statesville Blvd
Cleveland, NC 28037

phone: 704-278-2221
fax: 704-278-9616
muellersystems.com

Mi.Net V4 Network Performance Metric

Current Device Communication Status

Days Since Last Communication	# of Devices	%	30 Day Trends
>=14 Days	25	0.23%	
11-13 Days	9	0.07%	
8 - 10 Days	30	0.27%	
4-7 Days	36	0.33%	
Healthy(Within 3 Days)	10912	99.09%	
Grand Total	10911	100%	

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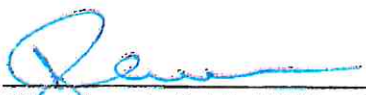
Mi.Net V4 Project System Acceptance

This document has been reviewed, and both parties agree to its content and the successful completion of the AMI Project Deployment.



Mueller: Sr. Manager, Operations
Kevin Gorman, PMP

July 9th, 2025
Date:



City of Lenoir, Public Utilities Director
Jeff Church

8/19/25
Date:

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item: Consideration of a Capital Project Budget Ordinance Amendment for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) – Lenoir Aquatic and Fitness Center (LAFC) Project.

II. Background Information: Attached for your consideration is a Capital Project Budget Ordinance Amendment in the amount of \$269,710 making the total cost of the project \$1,360,085. The Capital Project Budget Ordinance Amendment authorizes activities for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Lenoir Aquatic and Fitness Center (LAFC) Project to renovate to the LAFC, replace a pool slide and build a splash pad and shelters at the Soccer Complex.

The Amendment is necessary due to increased costs at the splashpad and LAFC, relocating the splashpad from the LAFC property to the Soccer Complex, enhancements to the Soccer Complex to accommodate the splashpad, the addition of an ADA family bathroom, replacement of a slide at the outdoor pool, addition of a breakroom for staff at the LAFC and relocating the whirlpool/hot plunge to the indoor pool area to reduce the impact of chlorine on the facility.

III. Staff Recommendation: Request City Council to adopt the Capital Project Budget Ordinance Amendment for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Lenoir Aquatic and Fitness Center (LAFC) Project in the amount of \$269,710 making the total cost of the project \$1,360,085.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Lenoir Aquatic and Fitness Center (LAFC) Project Amendment

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 with amendments is hereby adopted:

Section 1: The project authorizes activities for the North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Lenoir Aquatic and Fitness Center (LAFC) Project to include the expenditure of grant, local and ARPA funding to renovate the LAFC, replace of a pool slide and construct a splashpad and shelters at the Soccer Complex. The project is to be funded by a PARTF grant, ARPA funds and local funds.

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

Section 3: The following amended amounts are appropriated for the project:

Description	Original Budget	Amendment	Amended Budget
Legal and Administrative	174,460.00	(174,460.00)	-
Construction	872,300.00	(872,300.00)	-
Contingency	43,615.00	(43,615.00)	-
Construction - LAFC - which includes Contingency		924,825.00	924,825.00
Construction - Splashpad and Shelters		360,135.00	360,135.00
Replacement Slide and Electrical		75,125.00	75,125.00
Total	1,090,375.00	269,710.00	1,360,085.00

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

Description	Original Budget	Amendment	Amended Budget
North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant	500,000.00		500,000.00
ARPA Funding	590,375.00		590,375.00
Local Funding		269,710.00	269,710.00
Total	1,090,375.00	269,710.00	1,360,085.00

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 19th day of August, 2025.


Mayor


Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Awarding of the GMP (Guaranteed Maximum Price) construction contract for the renovation improvements to the LAFC (Lenoir Aquatics and Fitness Center) at the facility located at 1031 Jim Barger Ct. to JM Cope, with a total contract amount of **\$924,825.00**.

II. Background Information:

The City of Lenoir will utilize grant funding in the amount of \$500,000 through the Parks and Recreation Trust Fund (PARTF), \$590,375 of ARPA funds and \$269,710.00 in local funding for a total project budget of \$1,360,085.00 to complete improvements at the Lenoir Aquatic and Fitness Center (LAFC) and the Rotary Soccer Complex. Phase 1 of the project, which included the construction of a splash pad at the Rotary Soccer Complex, has been completed at a cost of \$360,135. City staff engaged JM Cope Construction for the LAFC project to complete a design build process offering turn-key project delivery, including design work and interior renovation improvement construction. GMP interior renovations improvement will include the addition of an ADA family bathroom, addition of a breakroom for staff, relocating the whirlpool/hot plunge to the indoor pool area, renovations of three locker rooms, repairs to the ceiling, painting, installing full size doors to the racquetball rooms, floor renovations, and renovating/constructing a corridor, Phase II of the project will cost \$924,825 and Phase III will be the installation of a replacement slide at the outdoor pool and electrical work at a cost of \$75,125.

III. Staff Recommendation:

Staff recommends awarding the GMP construction contract for the renovation improvements to JM Cope, with a total contract amount of **\$924,825.00**.

IV. Reviewed by:

City Attorney: _____

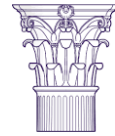
Finance Director: *Donna Bean/David Coffey*

Director of Special Projects and Grants: _____

Parks and Recreation Director: _____



Construction



RBSA
ARCHITECTS



CITY OF LENOIR

LENOIR AQUATICS & FITNESS CENTER 2025 RENOVATIONS

AUGUST 14, 2025

BUILDING PEOPLE
WHO **BUILD** COMMUNITIES



Construction

346 9th St SE
Hickory, NC 28602
803-329-3250
www.jmcope.com

August 14, 2025

Mr. David Coffey
Risk Manager & Purchasing Agent
Lenoir, NC

Re: Guaranteed Maximum Price: Lenoir Aquatics & Fitness Center 2025 Renovations

Dear Mr. Coffey,

JM Cope submits the following Guaranteed Maximum Price Proposal to seek approval for the Lenoir Aquatics and Fitness Center 2025 Interior Renovations located in Lenoir, NC. This GMP is based upon the drawings, specifications, & addenda provided by Ramsay, Burgin, Smith Architects, Inc. and their design consultants dated July 2, 2025. The total GMP proposal, including Trade Contractor Bid Costs, General Conditions, Design-Builder Fee, Insurances, Bonds, and Contingencies, is \$924,825.

GMP: Lenoir Aquatics & Fitness Center Renovations	\$ 924,825.00
--	----------------------

This GMP is based upon a NTP of August 20, 2025, and a substantial completion date of March 2026.

JM Cope is grateful for the opportunity, and we look forward to working with the City of Lenoir on this project. Please call should you have any comments or questions regarding this Guaranteed Maximum Price.

Best Regards,
JM Cope Construction

A handwritten signature in black ink, appearing to read 'Hunter Galliher'.

Hunter Galliher
Project Manager

Cc: Mr. David Coffey, Risk Manager & Purchasing Agent, City of Lenoir
Mr. Chad Webb, Vice President, JM Cope
Mr. Houston Miller, Vice President, Preconstruction
Mr. Eric Pond, Senior Preconstruction Manager, JM Cope
Mr. Danny Ray Norman Jr, Principal, RBSA

CONTENTS

As one of the largest local general contractors in the Carolinas, J.M. Cope brings **unmatched experience** building communities.

SECTION ONE

Exhibit A: GMP Summary

SECTION TWO

Exhibit B: Alternates Summary

SECTION THREE

Exhibit C: Value Management

SECTION FOUR

Exhibit D: Allowance Log

SECTION FIVE

Exhibit E: Contract Documents Log

SECTION SIX

Exhibit F: Qualifications & Clarifications

SECTION ONE

EXHIBIT A

GMP SUMMARY

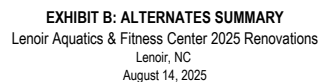


EXHIBIT A: GMP SUMMARY
Lenoir Aquatics & Fitness Center 2025 Renovations
 Lenoir, NC
 August 14, 2025

Bid Packages		Contractor	Contract Amount	
BP0001 - Demolition & Abatement		DH Griffin	\$ 61,655	\$ 14.42
BP0100 - General Trades		JMC	\$ 30,000	\$ 7.01
BP0105 - Final Cleaning		Bucket Mop & Broom	\$ 6,432	\$ 1.50
BP0300 - Concrete		Steelcon	\$ 17,349	\$ 4.06
BP0400 - Masonry		Vega	\$ 36,400	\$ 8.51
BP0500 - Miscellaneous Steel		Richards Welding	\$ 23,675	\$ 5.54
BP0800 - Turnkey Doors, Frames, & Hardware		Ba Hoft (Materials Only)	\$ 29,345	\$ 6.86
BP0840 - Storefront		Caldwell Glass	\$ 13,358	\$ 3.12
BP0920 - Drywall Framing & ACT		Whisnant Construction LLC	\$ 69,313	\$ 16.21
BP0930 - Epoxy & LVT Flooring / Wall Panels		Flooring Solutions	\$ 76,221	\$ 17.82
BP0990 - Painting		Southern Painting & Maintenance Spec	\$ 36,800	\$ 8.60
BP1000 - Toilet Specialties & Lockers		National Specialties	\$ 78,360	\$ 18.32
BP1005 - Toilet Specialties & Locker Installation		Whisnant Construction LLC	\$ 24,500	\$ 5.73
BP1014 - Signage		JMC	\$ 1,900	\$ 0.44
BP1145 - Residential Appliances		JMC	\$ 1,500	\$ 0.35
BP1230 - Finished Carpentry & Casework		Master Kraft Inc	\$ 6,920	\$ 1.62
BP1300 - Hot Plunge		SwimEx	\$ 38,964	\$ 9.11
BP1305 - Hot Plunge Installation		Miracle Pools	\$ 37,187	\$ 8.69
BP2200 - Plumbing		Hickory Mechanical	\$ 93,100	\$ 21.77
BP2300 - HVAC (Provided by Owner)		Hickory Mechanical	\$ 34,700	\$ 8.11
BP2600 - Electrical (Provided by Owner)		Lake Electric	\$ 106,600	\$ 24.92
Bid Day Total			\$ 824,279	\$ 192.72
	Value Management		\$ (185,123)	\$ (43.28)
Subcontract with Accepted VM			\$ 639,156	\$ 149.44
5.00%	Construction Contingency		\$ 31,958	\$ 7.47
Cost of Work Subtotal			\$ 671,113	\$ 156.91
LSUM	General Conditions		\$ 112,754	\$ 26.36
LSUM	Permits & Plan Review		\$ 6,629	\$ 1.55
LSUM	Preconstruction Fee		\$ 25,000	\$ 5.85
LSUM	Design Fee		\$ 34,000	\$ 7.95
2.10%	Insurances and Bonds		\$ 16,461	\$ 3.85
7.00%	Design-Builder Fee		\$ 58,867	\$ 13.76
Project Grand Total			\$ 924,825	\$ 216.23

SECTION TWO

EXHIBIT B
ALTERNATES SUMMARY

[illegible]

SECTION THREE

EXHIBIT C

VALUE MANAGEMENT

EXHIBIT C: VALUE MANAGEMENT
Lenoir Aquatics & Fitness Center 2025 Renovations
 Lenoir, NC
 August 14, 2025

SECTION FOUR

EXHIBIT D
ALLOWANCE LOG



EXHIBIT D: SCHEDULE OF ALLOWANCES
Lenoir Aquatics & Fitness Center 2025 Renovations
Lenoir, NC
August 14, 2025

ALLOW #	BID PACKAGE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ALLOWANCE AMOUNT
1	BP0800	Wood Door Hardware	7	EACH	\$ 1,500.00	\$ 10,500
2	BP0800	Aluminum Door Hardware	3	EACH	\$ 2,000.00	\$ 6,000
3	BP1014	Interior Signage (New Rooms)	1	LSUM	\$ 1,900.00	\$ 1,900
4	BP1145	Refridgerator	1	LSUM	\$ 1,500.00	\$ 1,500
5						\$ -
6						\$ -
7						\$ -
8						\$ -
TOTAL ALLOWANCES:						\$ 19,900

SECTION FIVE

EXHIBIT E

CONTRACT DOCUMENTS LOG



PROJECT CONTRACT DOCUMENTS

EXHIBIT E: PROJECT CONTRACT DOCUMENTS

<u>Drawing No.:</u>	<u>Name:</u>	<u>Date:</u>
GENERAL		
A0.0	COVER & LIFE SAFETY SHEET	7/2/2025
ARCHITECTURAL		
A1.0	Demolition: Main Level Floor Plan	7/2/2025
A1.1	Demolition: Main Level RCP	7/2/2025
A1.2	Demolition: Upper-Level RCP	7/2/2025
A2.0	Proposed Main Level Floor Plan	7/2/2025
A2.1	Proposed Main Level RCP	7/2/2025
A2.2	Proposed Upper-Level RCP	7/2/2025
A3.0	Interior Elevations, Enlarged Plans, Accessories Schedule, Details	7/2/2025
A3.1	Interior Elevations, Cabinet Sections, Door/Frame Types, Details	7/2/2025
STRUCTURAL		
S1.0	Structural Sections & Details	7/2/2025
ELECTRICAL		
ED.1	MAIN LEVEL ELECTRICAL DEMOLITION PLAN	7/2/2025
ED.2	UPPER-LEVEL ELECTRICAL DEMOLITION PLAN	7/2/2025
E0.1	ELECTRICAL SCHEDULES	7/2/2025
E1.1	MAIN LEVEL ELECTRICAL PLAN	7/2/2025
E1.2	UPPER-LEVEL ELECTRICAL PLAN	7/2/2025
E2.1	ELECTRICAL DETAILS	7/2/2025



PROJECT CONTRACT DOCUMENTS

PLUMBING

P1.1	WASTE AND WATER PIPING PLAN	7/2/2025
P2.1	DETAILS	7/2/2025

MECHANICAL

M1.1	HVAC PLAN	7/2/2025
M2.1	DETAILS & SCHEDULES	7/2/2025
M3.1	SPECIFICATIONS	7/2/2025

ADDENDUM #1

MECHANICAL

M1.1	HVAC PLAN	7/3/2025
M2.1	DETAILS & SCHEDULES	7/3/2025
M3.1	SPECIFICATIONS	7/3/2025

PLUMBING

P1.1	WASTE AND WATER PIPING PLAN	7/3/2025
P2.1	DETAILS	7/3/2025

ADDENDUM #2

Limited Asbestos Report – Affinity	6/9/2025
LAFC Asbestos Report – Forensic Environmental	10/16/2020
SWIMEX HOT PLUNGE DRAWINGS	



ADDENDUM #3

SELECT AS BUILTS – 1974 CONSTRUCTION
SELECT AS BUILTS – 1975 ADDITION

ADDENDUM #4

ED.1	MAIN LEVEL ELECTRICAL DEMOLITION PLAN	7/22/2025
ED.2	UPPER-LEVEL ELECTRICAL DEMOLITION PLAN	7/22/2025
E0.1	ELECTRICAL SCHEDULES	7/22/2025
E1.1	MAIN LEVEL ELECTRICAL PLAN	7/22/2025
E1.2	UPPER-LEVEL ELECTRICAL PLAN	7/22/2025
E2.1	ELECTRICAL DETAILS	7/22/2025

END OF SECTION

SECTION SIX

EXHIBIT F
**QUALIFICATIONS &
CLARIFICATIONS**



Construction

346 9th St SE
Hickory, NC 28602
803-329-3250
www.jmcope.com

August 14, 2025

Mr. David Coffey
Risk Manager & Purchasing Agent
Lenoir, NC

Re: Exhibit F: Qualifications and Assumptions

Dear Mr. Coffey,

JM Cope submits the following Assumptions & Clarifications:

- Building permits are included in this GMP.
- We have not included any work outside of the building including but not limited to any sitework or skin work.
- This GMP excludes any owner FFE.
- Please refer to Exhibit B & Exhibit C for any alternatives added to the project or scope that was value engineered for cost savings measures.
- We have not included any costs for any Owner Testing, Third Party Material Testing, etc.
- We have not included any labor or materials for the electrical, fire alarm, low voltage, or hvac scopes of work.
- Regarding the Hot Plunge, we have not included the electrical home run, disconnect, or connection to the hot plunge nor any low voltage electrical interconnections between hot plunge equipment.
- We have included a complete self-contained Hot Plunge System meaning that there are no direct connections to any water supply or wastewater.
- This GMP includes taxes on imported materials at typical interval increases for the duration of construction project. Any mandated tax or tariff increases out of the normal, unforeseen, or because of current administration have not been included and JM Cope reserves the right to adjust costs based on said increases with supporting back up information.

Should you have any questions about these clarifications and assumptions, feel free to contact me.

Best Regards,
JM Cope Construction

A handwritten signature in black ink, appearing to read 'Hunter Galliher'.

Hunter Galliher
Project Manager

COMMITTEE OF THE WHOLE
TUESDAY, August 26, 2025
8:30 A.M.

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

Staff Present: City Manager Scott Hildebran, City Clerk Lauren Hartley, Finance Director Donna Bean, Planning Director Hannah Williams, Public Services Public Works Director Jon Hogan, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Community Engagement Coordinator Ashley Smith, Interim Director of Special Projects & Grants & Risk Management/Purchasing David Coffey, Communications & Public Information Director Joshua Harris, Police Chief Andy Wilson, Police Captain Mark Barlowe.

Absent: Economic & Main Street Director Brenda Floyd

I. CALL TO ORDER

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

II. CITIZEN COMMENT

There were no citizen comments presented at this time.

III. PUBLIC SAFETY

A. Police Department –Andy Wilson, Police Chief

1. Flock Cameras

Chief Wilson reported the new flock cameras will be located throughout the city and ready for use soon.

2. Red Roof Nuisance Update

The Red Roof Inn Nuisance Abatement case was filed with the courts on August 11. The Preliminary Injunction hearing is scheduled for September 15. Our contracted attorney, Angela Clark will be out of the country during that time. The City has retained secondary counsel, David Wijewickrama to represent the City during that hearing for the retainer fee of one dollar.

3. Second Quarter Report April-July 2025

Chief Wilson reviewed the quarterly report, as submitted.

4. Updates

- The Police Department will be offering the Citizen's Canine Academy, September 23-October 28.
- The school year has started with three School Resource Officers position vacancies.

B. Fire Department – Norman Staines, Fire Chief

1. Lift Assist Policy

Fire Chief Staines reported on the rising number of lift assist calls and has concerns of a greater increase due to the Caldwell County EMS new fee schedule: Individual \$100 per occurrence; Licensed facility \$250 per occurrence. A policy is being drafted for council to consider.

2. Extra Duty

Fire Chief Staines reported on the number of rescue standbys. In the Caldwell County 2025-26 annual budget, funding was not provided to Lenoir Fire Department to provide a backup ambulance. In previous budgets the City of Lenoir has received \$10,000 annually to provide a BLS ambulance. Beginning July 1, 2025 fire department ambulances were removed from dispatch protocol for emergency calls. Extra Duty Solutions (EDS) now offers services to fire departments based off of their law enforcement model. Lenoir Police Department is currently utilizing EDS for off-duty assignments and the Lenoir Fire Department would like to model their rate for similar off-duty/standby hours.

Motion

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to approve the Extra Duty Solutions to model the rates as the Lenoir Police Department.

3. Second Quarter Report April-July 2025

Chief Staines reviewed the quarterly report, as submitted.

4. Updates

- LFD received a \$50,000 grant from NC House Bill. The funds will be used to purchase a UTV and Enforcer 30 foam unit to aid wildland fire suppression response.
- Twelve staff members completed a 48-hour Trench certification class this month that provided training on trenches up to 20 feet.
- The annual inspection of all City hydrants and annual testing on 20% of hydrants should be complete within the next week.
- Within the next five weeks we have three Captains retiring. In addition, we recently had one firefighter resign and another give his notice of resignation to go to another fire department.

IV. PUBLIC SERVICES

A. Jon Hogan Public Services Public Works Director reported on the Second Quarter July Report and project updates.

- Lenoir Fire Department Infrastructure Repair: A meeting is scheduled to discuss obtaining building stabilization and storm repair scheduled for bid advertisement.
- Hospital Avenue Sidewalk Project: AT&T has completed utility relocation and pole removal is scheduled. Mattern & Craig are working on scheduling pre-construction, project handoff and issuing an NTP (Notice to Proceed).
- Phase II Gateway Project: Destination by Design submitted encroachments to NCDOT on July 18th. Planning Director Hannah Williams stated the Gateway signs are in production and we are ready to sign the encroachment agreement, when emailed.
- Clock Tower: Due to personal issues, Mr. Spann is no longer interested in the project. Western NC Sculpture Center has been in contact with Don Carlton, a metal fabrication in Granite Falls. The City will assist with moving steel from Mr. Spann's and providing technical support.
- Beautification Projects:
 - Harper Planters: Planters will be placed and planted in October.
 - Downtown: Currently mulching and river rock installation.
 - Broyhill Walking Park: Planting new boulder wall/entrance bank, mulching and painting park and structures.
 - Harper Ave. Streetscape: Working on the design and estimate deliverables in September. This will possibly be presented to council at the next Committee of the Whole meeting.
 - Traffic Signal Analysis: Waiting on the last sign materials to arrive.
 - Greenway Forestry Mulching: Stitts Tree Maintenance began work, but had machinery issues. They plan to start back ASAP. The City is also entertaining goatscaping for future vegetation management.

- Culvert Replacements:
 - Powell Road.: The culvert is complete.
 - 1003 Pennell Street: Culvert Preplacement is on schedule.

B. Public Services Public Utilities Director Jeff Church reported on project updates:

- Sewer Response Process: An information pamphlet was provided to council. The pamphlet gave information on what to do in case of a sewer backup and how to prevent it.
- Finley Water project: The Notices of Award and blank agreements have been sent to TP Howard's Plumbing (Division 1) and Caldwell Tank (Division 2). Once the signed agreements, bonds, and insurance certificates are received, the contract documents will be delivered to the City for final signatures. There will be a community information session to be held at the Martin Luther King Jr. Center in the fall.
- East Harper and Ridge St / West Ave Sewer Replacements: Division 1 (Ridge Street) contract documents have been fully executed, and the pre-construction meeting is scheduled for September 4th with the City and Contractor. For Division 2 (East Harper), once the signed agreements, bonds, and insurance certificates are received from the Contractor, the contract documents will be delivered to the City for final signatures.
- Lenoir-Valdese Water Interconnect: The Interconnect evaluation was presented to City staff to identify properties for the lake crossing and the proposed booster pump station, as well as moving forward with design of the recommended project. The survey scope is being prepared for the proposed project route. A funding application is also being prepared for the additional project costs for submittal to DWI by September 30th. The funding application will include higher project costs for a 20-inch water main for the entire route.
- Lower Creek WWTP Process Basin Upgrades: The project has been funded in the amount of \$5.6 Million with CWSRF low-interest loan funds with a 20-year term. The City is awaiting receipt of the Letter of Intent to Fund from DWI to confirm the funding terms, conditions, milestones, and deliverables. McGill will provide an engineering agreement for approval following receipt of the funding letter.
- Water and Sewer AIA: City staff is currently reviewing water and sewer mapping to fill in inventory gaps and provide feedback to McGill. Water and sewer facility asset evaluations continue.
- HMGP AA-Lower Creek WWTP EQ Basin-Zack's Fork Sewer Project: Currently Kyle Case with the WPCOG is finalizing the grant application.
- Lead and Copper Rule: We have received notification that we are approved for \$1 million in 100% principal forgiveness funding. We are waiting to receive the letter of intent to fund from DWI to confirm funding terms, conditions, milestones, and deliverables. We are also investigating the possibility of using predictive modeling.

V. COMMUNITY DEVELOPMENT

- A. The Lenoir Tourism Development Authority met on Thursday, August 7. Minutes of the May 29 meeting are submitted as information.

Ashley Smith Community Engagement Coordinator reported on the following:

- The Lenoir Tourism Development Authority has hired a local photographer for the Tourism Photographer with Compass Media Group.
- The Lenoir Business Advisory Board will meet on September 11th for a Main Street training/information session.
- Ashley also reported on Main Street updates and events.
- The Wood. Fire. Smoke event will not be held this year, but may be back in the future.

Scott Hildebran, City Manager stated the LTDA Board allocated money to the following:
\$100,000-The Campus Project
\$50,000-Gateway Signs
\$5,000- Reallocated from Wood.Fire.Smoke to Main Street Christmas events

- B. The Planning Board met on Monday, August 25. Hannah Williams, Planning Director stated Planning Board met to discuss an ordinance amendment for the B-7 zoning district. The amendment is for a conflict in the Lenoir Zoning Ordinance regarding multifamily densities.

Director Williams also reported on the following:

- Planning Board will now meet on the second Monday of every month, which will put any Public Hearings for City Council on the first meeting of the month.
- The Planning Board has one vacant seat.
- The new Planning Technician hire will start September 2.

- C. The Parks & Recreation Advisory Board met on Monday, August 18.

Phil Harper, Parks & Recreation Director reported on the following:

- Lester Whittington was recognized at the Harambee Festival for his years of service and the City named the lobby and entrance hall located at the Martin Luther King Jr. Center in his honor.
- Summer Feed Program was well received. The school system brought in thirty plus meals each day throughout the summer.
- Fall programs offered for youth and adults include: adult softball, youth coed flag football and youth baseball.

VI. FINANCE & ADMINISTRATION

A. Donna Bean, Finance Director

1. Financial Summary

Donna Bean reported the General Fund's Over/Under balance as of July 31, 2025 is \$9,182,398.09, the Downtown District is \$656.78 and the Water & Sewer Fund is \$450,460.15. She further presented a Financial Summary by Department.

2. Banking Institutions-NC Cooperative Liquid Assets Securities System (Class)

A Council Action Form and supporting documents were submitted to participate in the North Carolina Cooperative Liquid Assets Securities Systems. The North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is an investment pool created by an Interlocal Agreement and an Indenture of Trust, pursuant to N.C.G.S. Section 159-30 (c)(10). Participation in North Carolina CLASS is available to any unit of local government pursuant to N.C.G.S. 160A-460 through N.C.G.S. 160A-464. The Current 30-Day Yield (%) is 4.3238.

Local governments, including the City of Lenoir, typically invest their idle cash in State approved investment vehicles, but there is a need to keep a large amount of cash liquid to fund on-going operations. The City Manager and Finance Director have identified the North Carolina Cooperative Liquid Assets Securities System Investment Pool (NC CLASS) as another LGIP option to increase diversification and flexibility of investment of idle cash.

Motion

Upon a motion by Councilmember Rogers, City Council voted 7 to 0 to approve to participate in the NC Cooperative Liquid Assets Securities System (Class).

3. Donna Bean, Finance Director reported on the following job descriptions and title changes.

- Title and job responsibilities for the Information Technology Network Specialist to System Administrator/Digital Forensics Analyst. This position will be shared by Finance and the Police Department and will require no additional budget allocation.

- Changing the title for the Senior Meter Reader to Meter Maintenance Technician. This will be a change in title only with no change in salary.
- Changing the title and job responsibilities for the Police Sergeant – Logistics to Police Lieutenant – Administration. This will be a change in title only with no change in salary.

Motion

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to approve to change the job description and title changes, as presented.

Scott Hildebran, City Manager spoke about a legal matter in Georgetown Estates. City Attorney, TJ Rohr has a conflict of interest and recommended Law Firm Eggers, Eggers, Eggers, and Eggers PLLC to represent the City in this case.

Motion

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to approve legal services from Eggers, Eggers, Eggers, and Eggers PLLC to represent the City, as presented.

VII. PUBLIC SERVICES; David Coffey, Interim Director of Special Projects and Grants reported on the following:

- The Campus will have opening bids on September 4th at Mulberry Rec Center.
- Martin Luther King Jr. Center: Contractor is completing a punch list of items over the next week or two then we will be able to close out the project.
- Lenoir Aquatic & Fitness Center: We are having a kick off meeting at the Aquatic Center on September 4th. We plan to get initial demolition phase started in the next couple of weeks. We will not be closing the facility; we have a phased demo and construction plan.
- LEOS Land Acquisition: The most cost-effective option is to build an above ground retention system. We identified the property adjacent to the LEOS building that currently belongs to Lenoir Building Supply and are working to acquire it. The property is being evaluated to construct an above ground bio retention cell/pond with an estimated cost of \$497,000. The change from the underground system to the above ground system could potentially save the city \$200,000-\$300,000.

VIII. PUBLIC COMMUNICATIONS; Communications & Public Information Director Joshua Harris

- Communication Report. There were 8 new releases, 117 social posts, 719 photos, 2 videos, and 70 web updates. The website had a total of 54,352 views along with 9,744 video views. Social followers total 61,776 and there were 248 new followers this month.
- The 2025 Fall Litter Sweep will be September 13-27. The City participation date will be emailed.
- The City is hosting an Employee Appreciation night, August 28 at 5:30 p.m. at the Splashpad.
- Harris will be forming a Leadership Lenoir Civic Learning Academy.

IX. OTHER

- A. September Calendar: The calendar for the month of September was provided in the packet as information.

X. ADJOURN

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

Tuesday, August 26, 2025
Minutes-Committee of the Whole



City of Lenoir
Financial Summary
As of 7/31/2025



General Fund					
	2025-2026 Budget	7/31/2025	% of Budget	Change from Previous Year	7/31/2024
Total Revenue	\$ 25,241,845.00	\$ 10,972,163.36	43%	\$ 496,131.78	\$ 10,476,031.58
Expenditures	\$ 25,241,845.00	\$ 1,789,765.27	7%	\$ (197,766.83)	\$ 1,987,532.10
Over/Under	\$ -	\$ 9,182,398.09		\$ 693,898.61	\$ 8,488,499.48
Downtown District					
	2025-2026 Budget	7/31/2025	% of Budget	Change from Previous Year	7/31/2024
Revenues	\$ 271,550.00	\$ 15,644.79	6%	\$ 10,018.24	\$ 5,626.55
Expenditures	\$ 271,550.00	\$ 14,988.01	6%	\$ 1,393.96	\$ 13,594.05
Over/Under	\$ -	\$ 656.78		\$ 8,624.28	\$ (7,967.50)
Water/Sewer Fund					
	2025-2026 Budget	7/31/2025	% of Budget	Change from Previous Year	7/31/2024
Revenues	\$ 11,963,721.00	\$ 1,037,180.16	9%	\$ (79,046.44)	\$ 1,116,226.60
Expenditures	\$ 11,963,721.00	\$ 586,720.01	5%	\$ (208,069.68)	\$ 794,789.69
Over/Under	\$ -	\$ 450,460.15		\$ 129,023.24	\$ 321,436.91



City of Lenoir
Financial Summary By Department
As of 7/31/2025



General Fund			
	BUDGET	7/31/2025	% OF BUDGET
REVENUE			
PROPERTY TAXES	\$ 11,051,130.00	\$ 10,641,864.16	96%
SALES TAX	\$ 6,341,600.00	\$ -	0%
FRANCHISE TAX	\$ 2,410,000.00	\$ -	0%
SOLID WASTE FEE	\$ 1,111,000.00	\$ 99,831.92	9%
OTHER	\$ 4,328,115.00	\$ 230,467.28	5%
TOTAL	\$ 25,241,845.00	\$ 10,972,163.36	43%
EXPENDITURES			
LEGISLATIVE	\$ 417,895.00	\$ 15,704.67	4%
ADMINISTRATIVE	\$ 978,543.00	\$ 128,191.28	13%
FINANCE	\$ 1,045,766.00	\$ 79,495.61	8%
PLANNING	\$ 571,876.00	\$ 34,088.37	6%
POLICE	\$ 8,092,222.00	\$ 569,596.77	7%
FIRE	\$ 6,265,816.00	\$ 434,686.47	7%
RECREATION	\$ 1,700,504.00	\$ 171,966.71	10%
PUBLIC WORKS			
Administrative	\$ 301,040.00	\$ 72,610.54	24%
Cemetery & Grounds	\$ 1,242,833.00	\$ 87,394.78	7%
Building Maintenance	\$ 461,039.00	\$ 36,887.51	8%
Sanitation	\$ 1,531,540.00	\$ 44,955.40	3%
Streets	\$ 2,281,934.00	\$ 82,656.06	4%
Vehicle Services	\$ 350,837.00	\$ 31,531.10	9%
TOTAL	\$ 25,241,845.00	\$ 1,789,765.27	7%
OVER/UNDER	-	\$ 9,182,398.09	
Downtown District			
	BUDGET	7/31/2025	% OF BUDGET
TOTAL REVENUES	\$ 271,550.00	\$ 15,644.79	6%
TOTAL EXPENDITURE	\$ 271,550.00	\$ 14,988.01	6%
OVER/UNDER	-	\$ 656.78	
Water/Sewer Fund			
	BUDGET	7/31/2025	% OF BUDGET
REVENUE			
WATER SALES	\$ 7,500,043.00	\$ 669,849.53	9%
SEWER SALES	\$ 3,699,678.00	\$ 336,569.61	9%
CAPITAL RESERVE	\$ 1,300,000.00		
OTHER	\$ 764,000.00	\$ 30,761.02	4%
TOTAL REVENUES	\$ 13,263,721.00	\$ 1,037,180.16	8%
EXPENDITURES			
ADMIN & ENGINEERING	\$ 563,036.00	\$ 69,920.96	12%
WATER RESOURCES	\$ 446,702.00	\$ 28,112.40	6%
RHODISS PLANT	\$ 2,717,859.00	\$ 194,343.84	7%
WATER DISTRIBUTION	\$ 2,942,820.00	\$ 94,524.26	3%
WASTEWATER COLLECTION	\$ 3,126,772.00	\$ 57,763.65	2%
WASTEWATER PRETREATMENT	\$ 197,139.00	\$ 14,538.18	7%
GUNPOWDER WASTEWATER PL	\$ 899,194.00	\$ 22,426.34	2%
LOWER CREEK WASTEWATER PL	\$ 2,370,199.00	\$ 105,090.38	4%
TOTAL EXPENDITURE	\$ 13,263,721.00	\$ 586,720.01	4%
OVER/UNDER	\$ -	\$ 450,460.15	

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Staff recommends the adoption of the Resolution to join the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS).
- II. Background Information:** The North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is an investment pool created by an Interlocal Agreement and an Indenture of Trust, pursuant to N.C.G.S. Section 159-30 (c)(10). North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined within the North Carolina CLASS Information Statement. The management of North Carolina CLASS is under the direction of a Board of Trustees comprised of eligible Participants of the North Carolina CLASS program. (see attachments for Board information) The Board of Trustees has appointed Public Trust Advisors, LLC to serve as the Investment Advisor and Administrator of the program and has appointed Fifth Third Bank as the Custodian. Participation in North Carolina CLASS is available to any unit of local government pursuant to N.C.G.S. 160A-460 through N.C.G.S. 160A-464. The Current 30-Day Yield (%) is 4.3238.
- Local governments, including the City of Lenoir, typically invest their idle cash in State-approved investment vehicles, but there is a need to keep a large amount of cash liquid to fund on-going operations. Historically, options for investing idle cash and keeping it liquid were limited to either the City's main depository bank or the North Carolina Capital Management Trust (NCCMT). Due to interest rate volatility over the past few years, the City Manager and Finance Director have identified the need for more investment options to allow diversification of investments of idle cash. Local Government Investment Pools (LGIPs) are allowed by North Carolina State Statute to be formed by two or more participating local government units according to specific guidelines. The City Manager and Finance Director have identified the North Carolina Cooperative Liquid Assets Securities System Investment Pool (NC CLASS) as another LGIP option to increase diversification and flexibility of investment of idle cash. Additional information on the NC CLASS investment pool is attached.
- III. Staff Recommendation:** Approve the resolution to join the North Carolina CLASS Investment Pool.
- IV. Reviewed By:**
- City Attorney:
Finance Director: *Donna Bean*
Public Works/Public Utilities Director:

**RESOLUTION TO PARTICIPATE IN NORTH
CAROLINA COOPERATIVE LIQUID ASSETS
SECURITIES SYSTEMS**

A resolution authorizing the City of Lenoir, North Carolina (the "City") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the City desires to become a Participant in the Trust.

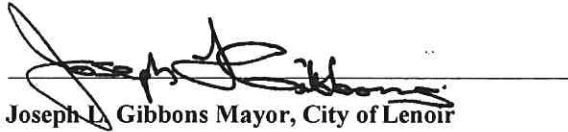
NOW, THEREFORE, it is hereby RESOLVED by the Council of the City of Lenoir, North Carolina that:

1. The Governing Body hereby approves the City's participation in the Trust, which is governed by the Indenture.
2. The City Manager and Finance Director are hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the City in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the City's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the City.

3. The Governing Body hereby approves the City Manager and Finance Director to serve as the City's Authorized Representatives under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the City's idle funds.

The undersigned hereby certifies that the City Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Adopted by the City Council of the City of Lenoir, North Carolina on this 19th day of August, 2025.



Joseph L. Gibbons Mayor, City of Lenoir

Attest:



Lauren Hartley, City Clerk

North Carolina CLASS Board of Trustees

North Carolina CLASS is supervised by a Board of Trustees comprised of eligible Participants of the North Carolina CLASS program. The Board of Trustees supervises North Carolina CLASS and its affairs and acts as the liaison between the Participants, the Custodian, and the Administrator. The Board administers the affairs of North Carolina CLASS and enters into contracts and agreements on behalf of the Program. It also selects the Administrator, Investment Advisor, and the Custodian subject to the terms of the Interlocal Agreement and Indenture of Trust.

The members below constitute the North Carolina CLASS Board of Trustees. The Board may expand membership of the Board and set initial terms for each additional Trustee, but the number of Trustees thereafter shall never be less than three nor more than thirteen.

Drew Holland, Board Chair

**Town of Hope Mills
Finance Director**



Deanna Rios, Vice Chair

**Lincoln County
Finance Director**



Kimberly Ostrom, Treasurer/Secretary

**City of New Bern
Finance Director**



Rodney Miller

**City of Hickory
CFO/Deputy City Manager**



Melissa Moore

**Buncombe County
Finance Director/CFO**





(<https://ncclass.com/>)

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General

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Client Services (<https://ncclass.com/client-services/>)

Service Providers

Fifth Third Bank (<https://www.53.com/content/fifth-third/en.html>)

Cohen & Co. (<https://www.cohencpa.com/>)

McGuireWoods, LLP (<http://www.mcguirewoods.com/>)

(<https://www.publictrustadvisors.com/>)

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Prime Fund Information Statement

March 13, 2023

Introduction

The purpose of this Information Statement for the is to provide information to Local Government Units (as defined below) interested in investing certain idle funds in the Prime Fund (the "Prime Fund") of the North Carolina CLASS (as defined herein). This Information Statement for the Prime Fund describes certain provisions of the Indenture (as defined herein) for North Carolina CLASS and the Investment Policy for the Prime Fund. Local Government Units interested in investing in the Prime Fund should review the full terms of the Indenture (located in the Document Center at www.ncclass.com) and the Investment Policy for the Prime Fund described herein (located in the Document Center at www.ncclass.com), each of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The contents of this Information Statement should not be considered to be legal, tax, or investment advice, and those Local Government Units interested in investing in the Prime Fund should consult with their own counsel and advisers as to all matters concerning investment in the Prime Fund.

North Carolina CLASS Prime Fund Summary

The North Carolina Cooperative Liquid Assets Securities System, doing business as North Carolina CLASS, is an investment pool ("North Carolina CLASS") created by interlocal agreement (the "Interlocal Agreement") and the Indenture of Trust (the "Indenture").

The purpose of North Carolina CLASS is to provide a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting Local Government Units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of Section 159-30 of Article 3 of Chapter 159 of the General Statutes of North Carolina, as amended and as may be further amended from time to time ("N.C.G.S.") entitled "The Local Government Budget and Fiscal Control Act".

The provisions of N.C.G.S. Section 159-30(c)(10) authorize any local government or public authority of the State of North Carolina (as each such term is defined in N.C.G.S. Section 159-30) (a "Local Government Unit") to invest moneys in a commingled investment pool established by interlocal agreement pursuant to N.C.G.S. Chapter 160A, Article 20 (an "Investment Pool") if the investments of the Investment Pool are limited to those qualifying for investment under N.C.G.S. Section 159-30 ("Permitted Investments").

By entering into the Interlocal Agreement, each of the Signatory Local Government Units (as defined in the Indenture) will have determined that establishment of and participation in North Carolina CLASS serves a governmental purpose for such Signatory Local Government Unit, including, but not limited to, providing for the investment and deposit of their idle funds subject to the limitations of N.C.G.S. Section 159-30, and by entering into the Interlocal Agreement, the Signatory Local Government Units are able to take advantage of pooling their investments with other Local Government Units to increase the investments available for investment in the Prime Fund and to lower costs associated with the investment of their funds.

North Carolina CLASS provides a professionally managed pooled investment program for Participants. See "Investment Advisor & Administrator." Pursuant to the Indenture, North Carolina CLASS is governed by a Board of Trustees (See "Board of Trustees").

The investment in the Prime Fund is not subject to any registration requirements under any federal or state securities law. North Carolina CLASS has not been, and is not required to be, registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"). Accordingly, North Carolina CLASS and its Prime Fund are not subject to the provisions of the Investment Company Act, including the protective rules relating to registered money market funds and other types of mutual funds.

Prime Fund Investment Objectives

North Carolina CLASS will provide a professionally managed pooled investment program for Participants. The general objective of the Prime Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Prime Fund will be managed to comply with the requirements of North Carolina law, specifically N.C.G.S. Section 159-30.

The Prime Fund will be managed to offer a safe, convenient, and daily liquid investment option for Participants. As described below, the investment objectives of the Prime Fund will be to preserve principal, provide daily liquidity, earn a competitive rate of return, and maintain a stable Net Asset Value (NAV) of \$1.00.

The Prime Fund will have a maximum dollar-weighted average maturity (WAM) of 60 days and a maximum weighted average life (WAL) of 120 days. The Investment Policy for the Prime Fund establishes the policies, procedures, and strategies that are designed to facilitate the achievement of these objectives.

North Carolina CLASS maintains a 'AAAm' rating from S&P Global Ratings on the Prime Fund. According to S&P Global Ratings, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

The investment objectives of the Prime Fund in order of priority are:

Safety: The Prime Fund is managed to emphasize the preservation of principal while maintaining a stable NAV of \$1.00.

Liquidity: The Prime Fund is managed to provide daily liquidity to its Participants. See above for description of the maximum WAM and WAL for investments in the Prime Fund.

Competitive Returns: The Prime Fund is managed to generate competitive returns while providing daily liquidity and stability of principal.

No assurances can be given that the investment objectives of the Prime Fund will be achieved.

Transparency

North Carolina CLASS seeks to provide transparency to Participants in the Prime Fund by allowing Participants to readily obtain portfolio and account information. North Carolina CLASS will offer dedicated Participant support with an easy-to-use technology platform. Historical and current performance data, NAV, WAM, and WAL are published and available to Participants on the North Carolina CLASS website. Portfolio holdings are published monthly and are available to Participants through the North Carolina CLASS online transaction portal.

Eligible Participants

Eligible participants include any unit of local government pursuant to G.S. 160A-460 through G.S. 160A-464.

Prime Fund Eligible Investments

Funds in North Carolina CLASS will be invested exclusively in the investments authorized under N.C.G.S. 159-30(c).

The following types of investments are eligible for inclusion in the Prime Fund:

- Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
- Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
- Obligations of the State of North Carolina.
- Bonds and notes of any North Carolina local government or public authority, subject to such restrictions as the secretary may impose.
- Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
- Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation.
- Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
- Participating shares in a mutual fund for local government investment; provided that the investments of the fund are limited to those qualifying for investment under this subsection (c) and that said fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
 - a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for

the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;

- b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
- c) Such securities are free and clear of any adverse third-party claims; and
- d) Such repurchase agreement is in a form satisfactory to the local government or public authority

The Investment Policy for the Prime Fund will also contain certain investment restrictions on investments in the Prime Fund.

Each Participant, by its investment in the Prime Fund, is certifying that it is legally authorized to make such investment. Participants should consult with their legal counsel and/or advisors regarding the legality of investment funds in the Prime Fund.

Allocations of Investments; Interests of Participants

The Indenture provides that the beneficial interests of the Participants in the investments in the Prime Fund (the "Trust Property") and the earnings thereon shall, for convenience of reference, be divided into "Shares". Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests in the investments in the Prime Fund. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Prime Fund or the Trust Property. Legal title to the Trust Property of every description is vested in the Board on behalf of and for the beneficial interests of the Participants. The Participants shall have no interest in the Trust Property other than the beneficial interests conferred in the Indenture and measured by their Shares, and the Participants shall have no right to call for any partition or division of any property, profits, rights, or interests of the Prime Fund nor can the Participants be called upon to share or assume any losses of the Prime Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them.

In their discretion, the Board may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Trust Property) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Share as set forth in the Indenture with respect to the Prime Fund), and on such terms as the Board may deem best. In connection with any allocation of Shares, the Board may allocate fractional Shares. From time to time, the Board may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Prime Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share with respect to the Prime Fund as set forth in Section 12.2 of the Indenture. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

Shares may be allocated only to a Participant of the Prime Fund in accordance with the Indenture. Any Participant may establish more than one subaccount within the Prime Fund for such Participant's convenience.

There is no minimum amount of funds that may be maintained in an account in the Prime Fund by a Participant at any one time, and there shall be no limit on the maximum that may be maintained by a Participant in any account; provided that the Board may, by resolution, change the minimum or set a maximum.

If the Board changes the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

Investment Risks

Participants should specifically consider the following risks before deciding to invest in the Prime Fund of North Carolina CLASS. The following summary does not purport to be comprehensive or definitive of all risk factors. Investing involves risks including the possible loss of principal.

Interest Rate Risks

The prices of the fixed-income securities in the Prime Fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in the Prime Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in the Prime Fund may incur losses. The Investment Advisor will seek to manage this risk by purchasing high-quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team.

Funds in the Prime Fund will be invested exclusively in the investments authorized under N.C.G.S. 159-30(c). In addition, the Investment Policy for the Prime Fund contains a description of the minimum credit quality for each category of eligible investment in the Prime Fund.

Stable Net Asset Value Risks

Although the Prime Fund will be managed to maintain a stable NAV of \$1.00 per Share, there is no guarantee that it will be able to do so.

Investment Not Insured or Guaranteed

An investment in the Prime Fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Liquidity Risk

The Trust is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

Board of Trustees

Pursuant to the Indenture, the management of North Carolina CLASS will be governed by a Board of Trustees (the "Board"). The Board will supervise North Carolina CLASS and its affairs and acts as the liaison between the Participants, the Custodian, the Administrator, the Investment Advisor and all service providers.

Trustees shall be appointed as set forth in the Bylaws. It is expected that the initial Board will consist of five (5) Trustees.

The Board may, at any time and from time to time, increase the number of Trustees and set the initial terms for each additional Trustee; provided however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). In the event the Board approves such an increase, the Board shall appoint qualified Authorized Representatives to a term not to exceed three years. By resolution, the Board may decrease the number of Trustees (but to never less than three) by not filling expiring terms.

The initial Board will adopt an Investment Policy for the Prime Fund and may approve amendments to such Investment Policy from time to time. Upon the Board's approval of any amendment to the Investment Policy for the Prime Fund, the amended Investment Policy will be posted to the website of North Carolina CLASS.

See www.ncclass.com for a description of the current Trustees and officers of North Carolina CLASS.

Investment Advisor & Administrator

Pursuant to an agreement with the Board, [Public Trust Advisors, LLC \("Public Trust"\)](#) will serve as the Investment Advisor and Administrator for the North Carolina CLASS Investment Program.

As Investment Advisor, Public Trust will provide investment services for the Board on behalf of North Carolina CLASS, including the Prime Fund. Public Trust is an investment advisory firm headquartered in Denver, Colorado with offices in Raleigh, North Carolina. Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust will service all Participant accounts in North Carolina CLASS, including all Participant accounts in the Prime Fund, determines and allocates income of the North Carolina CLASS, provide certain written confirmation of the investment and withdrawal of funds by Participants, provide administrative personnel and facilities to North Carolina CLASS, determines the NAV of the Prime Fund on a daily basis, and perform all related administrative services for North Carolina CLASS. At least

quarterly, the Administrator will provide the Board with a detailed evaluation of the performance of the North Carolina CLASS Investment Program, including the Prime Fund, based upon a number of factors. This evaluation includes a comparative analysis of the investment results of the North Carolina CLASS Investment Program, including the Prime Fund, in relation to industry standards such as the performance of comparable money market mutual funds and various indexes of money market securities.

Custodian

Pursuant to an agreement with the North Carolina CLASS, the Board has engaged [Fifth Third Bank, N.A.](#) as the initial Custodian. Fifth Third shall act as safekeeping agent for North Carolina CLASS, including for the Prime Fund.

The Custodian serves, in accordance with North Carolina law, as the depository in connection with the direct investment and withdrawal mechanisms of the North Carolina CLASS Investment Program. The Custodian does not participate in the investment decision making process of the North Carolina CLASS Investment Program.

The Custodian shall hold the investments in the Prime Fund in its capacity as Custodian for North Carolina CLASS. The investments in the Prime Fund shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of North Carolina CLASS in the Investment Property.

Independent Auditors

The Board has engaged with [Cohen & Company](#) to represent North Carolina CLASS as the independent certified public accounting firm to audit the annual financial statements of North Carolina CLASS. The audit will contain statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of North Carolina CLASS made in accordance with generally accepted accounting principles (GAAP). The fiscal year of the North Carolina CLASS ends each December 31. Public Trust will recommend that the initial Board engage CliftonLarsonAllen, LLP as the independent auditor for North Carolina CLASS.

How to Become a Participant

The eligibility requirements for being a Participant in the North Carolina CLASS are described under "Eligible Participants" herein. Any prospective Local Government Unit seeking to participate in the Interlocal Agreement and thereby invest funds in the Prime Fund of the North Carolina CLASS should review the Interlocal Agreement, the Indenture, this Information Statement for the Prime Fund, and the Investment Policy for the Prime Fund and then simply complete the North Carolina CLASS Participation Packet found in the document center of the North Carolina CLASS website (located in the Document Center at www.ncclass.com). Please email all completed forms to clientservices@ncclass.com.

There is no limit on the number of subaccounts that can be opened by a Participant. The Administrator will notify the prospective Participant of its approval of the Participation Forms and the account number(s) assigned. The Administrator reserves the right to reject any Participation in its discretion. Investment in the Prime Fund may be effectuated through the North Carolina CLASS online transaction portal. Secure online access will be available to Participants with respect to their accounts. Information with respect to the Prime Fund, including daily yield, up-to-date account information, and a transaction

history will be available online. Confirmations of each deposit (investment of funds) and withdrawal of funds will be available online to a Participant within one business day of the transaction.

Investment of Funds; Investments

Participants may invest funds in the Prime Fund by Automated Clearing House (ACH) transfer or wire transfer from the Participant to the Custodian. North Carolina CLASS does not charge a fee for receipt of wire contributions. However, a Participant's bank may charge a fee for wiring funds.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with North Carolina CLASS.

Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested in the Prime Fund and indicating which Account of the Prime Fund the investment is to be made. The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. The Administrator shall receive the notice described in (1) from the Participant.
3. Funds received by the Custodian by 12:00 p.m. ET will be deposited in the Prime Fund for investment. Funds received after 12:00 p.m. ET will be invested overnight.
4. If Investment Funds for which notification of investment has been given are not received by the end of the business day (5:00p.m. ET) on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's balance if previously credited.
5. The Participant is prohibited from requesting payments from amounts credited to its balance in the Prime Fund until such Investment Funds are received by the Custodian from the Participant.

These Investment Procedures may be amended from time-to-time pursuant to the Indenture, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

Withdrawal of Funds

The withdrawal of a Participants funds from North Carolina CLASS is referred to in the Indenture as "Redemptions" for convenience. Redemptions from the Prime Fund may be made via ACH or wire transfer from the Custodian to the Participant. Requests for Redemptions from accounts with pre-established wire instructions will be honored on a same-day basis if received by the Administrator prior to 12:00 p.m. ET. Special wire transfer requests are available only with written documentation.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with North Carolina CLASS.

Each Participant, by its investment in any Fund, including the Prime Fund, agrees that North Carolina CLASS may temporarily suspend the right of redemption or postpone the date of payment for the withdrawal of funds from North Carolina CLASS for the whole or any part of any period:

- (i) During which there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the State of North Carolina or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closing); or

- (ii) During which any financial emergency when or if disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its assets.

The Board with advice of the Administrator shall determine, on behalf of North Carolina CLASS, when an event occurs that would temporarily suspend or postpone a Participant's right of Redemption. Participants should refer to the Indenture for additional detail.

Payment Procedures

1. The Participant shall provide withdrawal instructions via the North Carolina CLASS secure online transaction portal, indicating the amount requested to be paid (redeemed) and shall specify from which Account of the Prime Fund the payment is to be made.
2. In the transaction portal, the Participant will notify the Administrator of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. The Administrator shall receive the notice described in (1) and the information required in (2) from the Participant.
4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, is actually held by the Custodian in the applicable Account in the Prime Fund.

These Payment Procedures may be amended from time-to-time pursuant to the Indenture, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

Portfolio Transactions

Subject to the general supervision of the North Carolina CLASS, the Investment Advisor is responsible for placing the orders for the purchase and sale of securities within the Prime Fund, referred to herein as "portfolio transactions" for convenience. The portfolio transactions within the North Carolina CLASS Investment Program, including the Prime Fund, occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly with the issuers. Although North Carolina CLASS does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of North Carolina CLASS, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The weighted average maturity and weighted average life limits applicable to the Prime Fund are expected to result in high portfolio turnover. However, since brokerage commissions are not typically paid on the types of investments in which the Prime Fund is likely to invest, any turnover resulting from such investments should not adversely affect the NAV of the Prime Fund.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of portfolio transactions. Portfolio transactions will not occur between the Investment Advisor and Administrator, the Custodian, any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

Valuation of Prime Fund

The Administrator determines the NAV of the Shares of the Prime Fund at least once on each business day on a mark-to-market basis. The NAV per Share of the Prime Fund is computed by dividing the total value of the securities and other assets of the Prime Fund, less any liabilities, by the total outstanding Shares of the Prime Fund. Expenses and fees of North Carolina CLASS accrue daily and are included within liabilities for the NAV calculation.

For the purpose of calculating the Prime Fund's NAV per Share, the securities held within the Prime Fund are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value in good faith.

The result of this calculation is a share value rounded to the nearest penny. Accordingly, the price at which Shares of the Prime Fund are sold and redeemed will not reflect unrealized gains or losses on securities within the Prime Fund that amount to less than \$.005 per Share. The Administrator will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses on securities within the Prime Fund should exceed \$.005 per Share, the Prime Fund's NAV per Share will change from \$1.00 or be maintained at \$1.00 per Share by retention of earnings or the reduction on a pro rata basis of each Participant's Shares in the Prime Fund in the event of losses or by a pro rata distribution to each Participant in the event of gains.

While it is a fundamental objective of the Prime Fund to maintain a NAV of \$1.00 per Share, there can be no guarantee that the NAV will not deviate from \$1.00 per Share. The NAV per Share of the Prime Fund may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities in the Prime Fund. The fair market value of the Prime Fund's securities will vary inversely to changes in prevailing interest rates. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

1. Portfolio Valuation

At least once each business day, the Investment Property Value shall be determined on a mark-to-market basis as follows:

The Administrator shall determine the market value of the specific investment holdings for the North Carolina CLASS portfolio as described in the second paragraph under this heading "Valuation of Prime Fund."

2. Amendment

These Valuation Procedures may be amended from time-to-time pursuant to the Indenture.

Use of Fair Value Measurement

North Carolina CLASS follows Financial Accounting Standards Board (FASB) Accounting Standards Topic (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

Local government investment pools (LGIP) may select different methods of determining the value of assets held within the portfolio for reporting purposes. The two most common methods used to report on the assets of the portfolio are mark-to-market—frequently referred to as "fair value" or "fair market value"—and amortized cost. North Carolina CLASS utilizes the mark-to-market methodology. This involves obtaining prices for securities in the portfolio every business day. The mark-to-market methodology provides Participants with a high degree of transparency with respect to the underlying market values of the Prime Fund's securities.

The mark-to-market methodology (FASB) can and should be contrasted with the amortized cost method that some LGIPs utilize. LGIPs that follow GASB 79 are following the amortized cost method, which entails adjusting the value of the portfolio's securities on a daily basis by a predetermined amount from the purchase date to the maturity date. While the amortized cost method produces very reliable and predictable asset valuations, that predetermined value may or may not accurately reflect the market value of the security.

Computation of Yields

A daily and seven-day average yield for the Prime Fund will be provided by the Administrator in published reports and information on www.ncclass.com. To obtain the daily yield, a daily income distribution per share factor is first calculated. That factor is the net income for that day divided by the number of settled shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Administrator may also quote the yield for the Prime Fund on other basis for the information of the Participants.

Yields quoted by the Administrator should not be considered a representation of the future yield of the Prime Fund since the yield is not fixed. Actual yields for the Prime Fund will depend not only on the type, quality, and maturities of the investments held by the Prime Fund and the changes in interest rates for such investments but also on changes in the Prime Fund's expenses during the period.

Yield information may be useful in reviewing the performance of the Prime Fund and for providing a basis for comparison with other investment alternatives.

Income Allocations

All net income of the Prime Fund is determined as of the close of business each day (and at such other times as the Board may determine) and is credited at month end to each Participant's Account within the Prime Fund.

Net income that has thus accrued to the Participants is converted as of the close of business of each month into additional Shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for the Prime Fund each day consists of (1) all accrued interest income on assets of the Prime Fund plus (2) accretion of discount less (3) amortization of premium and less (4) accrued expenses.

Retained Reserves

Pursuant to the Indenture, the Investment Advisor may retain from earnings and profits in the North Carolina CLASS, including the Prime Fund, amounts deemed necessary to pay the debts and expenses of North Carolina CLASS, as well as to meet other obligations of North Carolina CLASS. The Investment Advisor will possess the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor.

North Carolina CLASS Expenses

Pursuant to the Indenture, the Administrator shall receive a fee as described below in "North Carolina CLASS Fees." The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, marketing expenses, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and North Carolina CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to North Carolina CLASS, the cost of

Meetings of the Board, insurance costs and the costs of Participant surveys and mailings. Periodically, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

North Carolina CLASS Fees

For the performance of its obligations as Administrator in the Administrator Agreement, Public Trust will charge a fee from the Investment Property Value (the "Daily Fee"). This Daily Fee will accrue on a daily basis, be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The applicable fee rate is calculated by taking the fee rate(s) divided by 365 days (366 days in the event of a leap year) and rounded to ten decimal places. The prior day's net assets will be multiplied by the applicable fee rate(s) to equal the daily fee accrual. For weekend days and holidays, the net assets for the previous business day will be utilized for the calculation of the fees. (i.e., Saturdays and Sundays accruals will utilize Thursdays Net Assets.) Monthly invoice calculations will include holidays and weekends that fall within the month. The applicable fee rate shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of North Carolina CLASS.

Reports to Participants

Annually

Audited financial statements of North Carolina CLASS will be provided annually. See "Independent Auditors" above.

Monthly

Within 15 days after the end of each month, the Administrator shall prepare and submit, or make available, to each Participant a statement disclosing any activity and a closing balance, including the number of Shares, in each of its accounts for such month.

Upon Request

The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request subject only to account activity on such date.

Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. An 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. [Click here](#) for more information.

03/23 Managed by Public Trust Advisors, LLC



North Carolina CLASS



North Carolina CLASS Participation Packet

Welcome to North Carolina CLASS

Thank you for choosing North Carolina CLASS!

This packet contains all the materials necessary to set up your North Carolina CLASS account(s). If you have any questions about the registration process or about your North Carolina CLASS account(s), please do not hesitate to contact us. The North Carolina CLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (866) 200-3536 or by email at clientservices@ncclass.com.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please read the applicable North Carolina CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Participation Procedures

To join North Carolina CLASS, please complete the following:

1. Read the North Carolina CLASS Interlocal Agreement, Indenture of Trust, and the applicable Information Statement located at www.ncclass.com.
2. Complete the Participant Certification (page 4).
3. Complete the Entity Participation Form attached as Appendix A hereto.
4. Complete the Participant Contact Information Form attached as Appendix B hereto. North Carolina CLASS recommends having multiple authorized signers to help prevent fraud.
5. Complete the Accounts to be Established Form attached as Appendix C hereto. Participants may open as many accounts as needed.

If you have questions, please contact our team at:

North Carolina Client Service Team
T: (866) 200-3536
Email: clientservices@ncclass.com

Through the North Carolina CLASS website, www.ncclass.com, Participants will be regularly informed of important program information, holidays, upcoming meetings of the Board of Trustees, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the North Carolina CLASS program.

Participant Certification

Participant Information

Entity Name (Participant) CITY OF LENOIR

Participant Representations

The undersigned Finance Director/Director of Finance/Chief Financial Officer (as applicable) (the "Authorized Representative") for the Participant hereby represents and warrants the following regarding their investment in the North Carolina CLASS Investment Program:

- The Authorized Representative for the Participant designated in this North Carolina CLASS Registration Packet has full power and authority to make investments for the above Participant in the North Carolina CLASS Investment Program and remains responsible for the management, supervision, and investment of the locality's idle funds.
- The Participant has reviewed the Interlocal Agreement, Indenture of Trust, and Information Statement.
- The Participant has reviewed the Investment Policy for North Carolina CLASS and has determined that it is consistent with the legal and policy limitations applicable to the Participant's investments, and they are authorized to invest in the North Carolina CLASS.
- The Participant represents that participation in North Carolina CLASS does not result in a breach of the terms, conditions, and provisions of any agreement or instrument to which the Participant is now a party, or by which it is bound, and does not constitute a default under any of the foregoing.
- Participation in the investment pool does not require the approval of any regulatory body or any other entity for which the approval has not already been obtained.

Authorized Representative

Signature

Date

Print Name

Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Appendix A: Entity Participation Form

Entity Name (Participant) _____

Entity Type: ☐ City/Town ☐ County ☐ Special District
☐ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year-End Date (Month/Day) _____

North Carolina CLASS and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that North Carolina CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless otherwise amended in the North Carolina CLASS Online Transaction Portal. Each Participant is responsible for notifying North Carolina CLASS of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the North Carolina CLASS Administrator. Additionally, North Carolina CLASS must be notified of any contributions by 12:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the North Carolina account, bank contact must be provided to verify bank account information

Appendix B: Participant Contact Information Form¹

Authorized Signers Can:	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Process Transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations View banking/contact information

Key Authorized Representative² and Authorized Signer

Print First and Last Name

Title

Signature Required

Phone (Required)³ Extension

Email (Required)

Mobile³

Additional Contact (Optional) – North Carolina CLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)³ Extension

Email (Required)

Mobile³

Permissions (check only one)

- ☐ Authorized Signer to Move Funds
- ☐ Read-Only Access

¹ All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

² The Key Authorized Representative on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications.

³ A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.

Appendix B: Participant Contact Information Form (Cont.)¹

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)² Extension

Email (Required)

Mobile²

Permissions (check only one)

- ☐ Authorized Signer to Move Funds
☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)² Extension

Email (Required)

Mobile²

Permissions (check only one)

- ☐ Authorized Signer to Move Funds
☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)² Extension

Email (Required)

Mobile²

Permissions (check only one)

- ☐ Authorized Signer to Move Funds
☐ Read-Only Access

¹ All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

² phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.

Appendix C: Accounts to be Established

Entity Name: _____

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant)

Note: At least one Subaccount is required

[illegible]

*Name must be limited to 35 characters.

Once your North Carolina CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@ncclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the North Carolina CLASS Client Service team.

Dual Authorization Form (Optional)

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your North Carolina CLASS account. Dual authorization ensures that any transaction entered via the North Carolina CLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note:** All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer
Entity Name
below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 12:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

Authorized Signer's Signature

Date

Printed Name

Title

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the job description and title changes as presented.
- II. Background Information:** Staff Recommends the following changes as presented:
- Change the title and job responsibilities for the Information Technology Network Specialist to System Administrator/Digital Forensics Analyst. This position will be shared by Finance and the Police Department and will require no additional budget allocation.
 - Changing the title for the Senior Meter Reader to Meter Maintenance Technician. This will be a change in title only with no change in salary.
 - Changing the title and job responsibilities for the Police Sergeant – Logistics to Police Lieutenant – Administration. This will be a change in title only with no change in salary.
- III. Staff Recommendation:** Staff recommends City Council approve title and job responsibility changes as presented.
- IV. Reviewed by:**
- City Attorney: _____
- Finance Director: *Donna Bean*
- Public Works/Public Utilities Director: _____

Recommendation

Recommendation: Based on input from the Department Heads, staff recommends the following changes.

To Be Effective 9/1/2025

Department	Current Title	Proposed Title	Recommendation	Current Grade	Proposed Grade
Finance/Police	IT Network Specialist	System Administrator/ Digital Forensics Analyst	To better reflect IT's responsibilities and expand the investigational capabilities of the LPD.	28	37
Public Utilities	Senior Meter Reader/ Meter Reader Supervisor	Meter Maintenance Technician	To better reflect the current job responsibilities.	16	16
Police	Police Sergeant- Logistics	Police Lieutenant - Administration	To provide an opportunity to cross train the Captains by allowing them to organize the logistics for their department and shift focus of this position to evidence management and grant writing.	33	36

CITY OF LENOIR

INFORMATION TECHNOLOGY NETWORK SPECIALIST

GENERAL STATEMENT DUTIES

Under the supervision of the IT Manager, performs entry-level design, installation, maintenance and support activities for PC hardware/software, voice/data communications, application software, databases and database servers. Work involves assisting with networking computer systems throughout City departments, inter-departments and outside state agencies. Work involves troubleshooting systems, installing and evaluating PC and network hardware and software, and implementations of technology under the direction of the IT Manager. Employee makes repairs to PC and network systems and upgrades.

Essential Duties and Tasks

- Installs, maintains and supports network and/or telecommunications systems (local area networks and wide area networks).
- Troubleshoots and resolves network or telecommunication wiring and installation problems.
- Maintains and corrects problems with computer hardware and peripheral devices.
- Adds, removes and maintains users of the network operation system.
- Provides user access and ensures user connectivity to City departments.
- Assists with network monitoring, operations, installation and/or maintenance for local, off-site and/or remote locations.
- Assists in the planning and evaluation of existing network systems and makes recommendations.
- Participates in planning telecommunications specification for new building, renovations, or new construction.
- Under the direction of the IT Manager, coordinates scheduling for telecommunications services installation.
- Research, analyze and recommend telecommunications technologists to enhance or support business unit activities.
- Evaluates new and existing hardware and software and makes recommendations to the IT Manager for enhancements to system.
- Assist with implementing and maintaining network security measures to protect against unauthorized access, data breaches, and cyber threats.
- Assist with conducting regular security audits and vulnerability assessments, and take proactive measures to address identified risks.
- Assists the IT Manager with enforcing network access controls and permissions, and maintaining firewall configurations.
- Assist with networking and troubleshooting various technology devices for the Police Department.
- Diagnose and resolve network issues promptly, minimizing downtime and impact on operations.
- Assist IT Manager to investigate and troubleshoot connectivity, performance, and security-related incidents.
- Monitor network performance using appropriate tools, and analyze data to identify trends and opportunities for optimization.
- Continuously improve network efficiency, capacity, and reliability by staying updated on emerging technologies and best practices.
- Maintain accurate and up-to-date documentation of network configurations, procedures, and troubleshooting guides.

- Generate regular reports on network performance, incidents, and security status for management and stakeholders.
- Provide technical support and guidance to colleagues and end-users on network-related issues.
- Assumes responsibility for doing assigned work and meeting deadlines.
- Adhere to City policy, standards and prescribed procedures.
- Performs other related duties as required.

Recruitment and Selection Guidelines

- Knowledges, Skills, and Abilities
- Have considerable knowledge of the design, implementation and maintenance of informational infrastructures.
- The ability to plan, prioritize and organize work.
- The ability to interpret and apply complex computer applications for city government following rules and regulations pertaining to city government.
- Requires the ability to deal with people beyond giving and receiving instructions.
- Must be adaptable to performing under stress and when confronted with persons acting under stress.
- Ability to stay abreast of new technologies and is able to recommend changes to improve current systems.
- Have the ability to exercise sound judgment in making decisions.
- Must have considerable knowledge of the basic theories, concepts, principles and practices of networking computer information systems.
- Knowledge of city and departmental rules, regulations and policies and procedures.
- Ability to communicate effectively in oral and written forms.
- Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments or directions from superiors.
- Requires the ability to speak to people with poise, voice control and confidence.
- Ability to record and deliver information, to explain procedures, to follow oral and written instructions.
- Must be able to communicate effectively and efficiently in a variety of technical or professional situation.
- Requires the ability to coordinate hands and eyes rapidly and accurately in using office
- Requires the ability to handle a variety of items such as office equipment.
- Must have minimal levels of eye/hand/foot coordination.
- Requires the ability to differentiate between colors and shades of color.
- Must be able to communicate via telephone.
- The ability to prepare complete records, reports and documents appropriate for department activities.
- Ability to establish and maintain effective relationships with employees, co-workers, vendors, and the general public and to exercise tact and discretion.
- Knows the importance of maintaining a good City image.
- Maintain high standards of accuracy in exercising duties and responsibilities.
- Adhere to all safety and housekeeping standards established by the City and various regulatory agencies.
- Maintains a clean and orderly workplace.

- Physical Requirements

- Must be physically able to operate a variety of machinery and equipment including computers, typewriters, printers, copiers, calculators, blueprint machines, microfilm readers and printers, vacuum frame printers, CD/DVD burners, etc.
- Must be able to perform very heavy work exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.
- Must be able to work in confined spaces as well as at heights of 25 feet or more.
- Work will be done in a variety of climates.

- Desirable Education and Experience

- Associates Degree in computer science and 1 to 2 years of experience in computer operations; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.
- Industry certifications (e.g., CCNA, CompTIA Network+, etc.) are preferred.
- Experience working with a Law Enforcement Agency a plus.
- Possession of a valid class C North Carolina driver's license

(Revised: 8/14/23)

System Administrator/Digital Forensics Analyst

General Statement of Duties

Distinguishing Features of the Class

This position will perform a variety of tasks related to the administration, maintenance, and support of IT infrastructure, Software as a Service (SaaS) platforms, networking equipment, and endpoint devices. Work involves configuring and managing servers, cloud services, Mobile device management (MDM) tools, user provisioning systems, and cybersecurity platforms. Responsibilities include supporting SaaS applications (e.g., Microsoft 365), maintaining networking equipment, enforcing identity and access controls, and ensuring system security and compliance. The role also includes Tier 2/3 helpdesk support, scripting for automation, backup and disaster recovery planning. Performs intermediate skilled technical work involving the maintenance and repair of computer networks including associated hardware and software; does related work as required. Work is performed under the limited supervision of the Information Technology Manager in conjunction with the Lenoir Police Command Staff.

This position will support criminal investigations through digital evidence acquisition, preservation, analysis, and reporting and requires the ability to conduct digital forensic investigations in support of criminal cases and internal affairs, functioning as a sworn law enforcement officer. Additional duties may include maintaining technical documentation, training staff, and supporting organizational compliance with federal and industry regulations.

Essential Duties and Responsibilities

- Installs, maintains and supports network and/or telecommunications systems (local area networks and wide area networks).
- Troubleshoots and resolves network or telecommunication wiring and installation problems.
- Assists with network monitoring, operations, installation and/or maintenance for local, off-site and/or remote locations.
- Assists in the planning and evaluation of existing network systems and makes recommendations and participates in planning telecommunications specification for new building, renovations, or new construction.
- Research, analyze and recommend various technologies to enhance or support the City's systems and makes recommendations to the IT Manager for enhancements to system.
- Assist with implementing and maintaining network security measures to protect against unauthorized access, data breaches, and cyber threats.
- Assist with conducting regular security audits and vulnerability assessments, and take proactive measures to address identified risks.

- Assists the IT Manager with enforcing network access controls and permissions, and maintaining firewall configurations.
- Assist with networking and troubleshooting various technology devices for the Police Department.
- Diagnose and resolve network issues promptly, minimizing downtime and impact on operations.
- Assist IT Manager to investigate and troubleshoot connectivity, performance, and security-related incidents.
- Continuously improve network efficiency, capacity, and reliability by staying updated on emerging technologies and best practices.
- Maintain accurate and up-to-date documentation of network configurations, procedures, and troubleshooting guides.
- Work involves configuring and managing servers, cloud services, MDM tools, user provisioning systems, and cybersecurity platforms.
- Provide Tier 2/3 helpdesk support, scripting for automation, backup and disaster recovery planning.
- Maintains and/or assists with the maintenance of system operations; checks daily back-up for the system.
- Assist in the acquisition, preservation, and analysis of digital evidence from computers, mobile devices, storage media, and other digital sources.
- Maintain proper chain of custody documentation for all digital evidence.
- Process and analyze digital evidence using industry-standard forensic tools and methodologies.
- Prepare detailed technical reports documenting findings for investigators and court proceedings.
- Support testimony preparation for court cases when required.
- Participate in on-scene digital evidence collection when necessary.
- Keep current with emerging technologies, tools, and methodologies in digital forensics.
- Assist in maintaining forensic workstations and laboratory equipment.
- Support training initiatives for law enforcement personnel on proper digital evidence handling procedures.
- Maintain digital evidence storage systems and adhere to standard operating procedures.

Additional Job Duties

- Adhere to City policy, standards and prescribed procedures.
- Performs other related duties as required.

Recruitment and Selection Requirements

Knowledges, Skills, and Abilities

- Have considerable knowledge of the design, implementation and maintenance of informational infrastructures.

- The ability to plan, prioritize and organize work.
- The ability to interpret and apply complex computer applications for city government, following rules and regulations pertaining to city government.
- Requires the ability to deal with people beyond giving and receiving instructions.
- Must be adaptable to performing under stress and when confronted with persons acting under stress.
- Ability to stay abreast of new technologies and can recommend changes to improve current systems.
- Can exercise sound judgment in making decisions.
- Must have considerable knowledge of the basic theories, concepts, principles and practices of networking computer information systems.
- Knowledge of city and departmental rules, regulations and policies and procedures.
- Ability to communicate effectively in oral and written forms and the ability to record and deliver information, to explain procedures, to follow oral and written instructions.
- Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments or directions from superiors.
- Must be able to communicate effectively and efficiently in a variety of technical or professional situation.
- The ability to prepare complete records, reports and documents appropriate for department activities.
- Ability to establish and maintain effective relationships with employees, co-workers, vendors, and the general public and to exercise tact and discretion.
- Knows the importance of maintaining a good City image.
- Maintain high standards of accuracy in exercising duties and responsibilities.
- Adhere to all safety and housekeeping standards established by the City and various regulatory agencies.
- Considerable knowledge of the operations, functions, procedures, and legal processes of the department.
- Considerable knowledge of modern law enforcement practices and procedures, including equipment and investigative techniques.
- Considerable knowledge of court procedures used in criminal, civil, and domestic courts; of federal, state and local laws relative to civil process.
- Considerable knowledge of the principles of physical evidence collection and usage.
- Skill in usage of firearms and other law enforcement equipment.
- Ability to interpret and apply laws to specific cases and to exercise sound judgment in routine and emergency cases, and to adopt quick, effective and reasonable courses of action.
- Ability to communicate in oral and written forms; to prepare clear and comprehensive reports and records of law enforcement activities.
- Knowledge of proper evidence handling procedures and chain of custody requirements.

- Strong analytical and problem-solving skills
- Ability to work in a team environment and handle sensitive information with discretion
- Strong understanding of computer hardware, operating systems (Windows, Linux), and file systems (FAT, NTFS, EXT)

Physical Requirements

- Must be physically able to operate a variety of machinery and equipment including computers, printers, copiers, servers, and other IT related equipment, etc.
- Must be able to perform very heavy work exerting more than 100 pounds of force occasionally, and/or more than 50 pounds of force frequently, and/or more than 20 pounds of force constantly to move objects.
- Must be able to work in confined spaces as well as at heights of 25 feet or more.
- Work will be done in a variety of climates.
- Must have minimal levels of eye/hand/foot coordination.
- Requires the ability to differentiate between colors and shades of color.
- May require occasional travel for on-scene evidence collection
- May require working extended hours or being on-call during critical investigations

Desirable Training and Experience

- A minimum of an Associate's degree in Computer Science, Digital Forensics, Cybersecurity, or a combination of education and experience in a related field.
- Ability to get two or more industry certifications such as ACE, CCPA, CCO, CASA, A+, Network+, GASF, CCE, GCFE, CCME or similar within six months. Compensation for certifications will be given based on the City's plan.
- Proficiency with or ability to become proficiency with digital forensic tools including one or more of the following: Forensic Toolkit (FTK), X-Ways, Axion, PRTK, or similar tools
- Prefer experience with or ability to obtain knowledge of mobile forensic tools such as Cellebrite/Inseeyets/Premium, Graykey/Grayshift, or similar platforms
- Experience with call data record analysis tools such as TraX by ZetX
- Knowledge of video forensics software (GETAC Investigate, Amped 5, Ocean Systems dTective)
- Experience with law enforcement operations or criminal investigations
- Previous experience testifying in court as a technical witness

Special Requirements

- Valid, unrestricted class C Driver's license
- Preference given to an active NC Sworn Officer
- The ideal candidate will possess strong technical skills in mobile and computer forensics, with additional knowledge in call data record analysis and video forensics being highly desirable.

- Must pass an extensive background check
- May require security clearance depending on case assignments
- Preference given for experience with GETAC Body Worn Camera systems and evidence.com platform management

August, 2025

SENIOR METER READER

General Statement of Duties

Performs responsible field clerical work reading, repairing, and replacing water meters and leading meter reading team.

Distinguishing Features of the Class

Employees in this class are responsible for leading the reading, maintenance, repair and testing of water meters. Tasks include installing water meters, checking and repairing leaks, changing out meters, repairing or replacing broken meter boxes or parts, and answering customer questions. The employee also reads meters entering readings into hand held computer. Public contact is required in answering citizens' questions about meter readings, high usage or bills, leaks, etc. Employees are subject to hazards of vicious animals and work must be performed in various kinds of weather. Work exposes the employee to inside and outside environments, extreme temperatures, and hazards found in meter reading duties. Work is performed under regular supervision and is evaluated on the basis of complaint activity, effectiveness of the meter maintenance program, and accuracy of readings taken and records made.

Duties and Responsibilities

Essential Duties and Task

Makes field assignments and coordinates field needs with administrative offices; updates and arranges meter reading routes.

Investigates complaints of high water bills; checks meters for leaks.

Prepares and updates records of meter numbers, locations, tests, and related information.

May upload and download computers for meter reading.

Trains and provides performance coaching and evaluation for meter readers.

Reads water meters and records readings.

Explains meter readings to citizens; answers questions of a general nature on meter readings.

Cleans meters and reports broken and malfunctioning meters.

Conducts rereads of meters when complaints of bills being too high are received.

Connects, disconnects, replaces and repairs meters, parts, and boxes.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Considerable knowledge of street layout and meter locations on assigned routes.

Considerable knowledge of the functional operation of meters, meter calibration, and meter repair.

Considerable knowledge of utility service policies.

Ability to use automated hand held meter reading device and related computer components.

Ability to deal courteously and effectively with the public.

Ability to work independently within a routine schedule and to walk to cover an assigned route.

Ability to provide leadership and train other meter readers.

Ability to record meter readings accurately and input data correctly.

Ability to establish and maintain various maintenance and work activity records.

Physical Requirements

Must be able to physically perform the basic life operational functions of balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.

Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift objects.

Must possess the visual acuity to work with data and figures and operate a motor vehicle and hand held meter reading device.

Desirable Education and Experience

Graduation from high school and considerable related water meter or other utility field work and ability to work with figures and data; or an equivalent combination of education and experience.

Special Requirement

Possession of a valid North Carolina driver's license.

METER MAINTENANCE TECHNICIAN

General Statement of Duties

Performs responsible field clerical work reading, repairing, and replacing water meters and leading meter reading team.

Distinguishing Features of the Class

Employees in this class are responsible for leading the reading, maintenance, repair and testing of water meters. Tasks include installing water meters, checking and repairing leaks, changing out meters, repairing or replacing broken meter boxes or parts, and answering customer questions. Public contact is required in answering citizens' questions about meter readings, high usage or bills, leaks, etc. Employees are subject to hazards of vicious animals and work must be performed in various kinds of weather. Work exposes the employee to inside and outside environments, extreme temperatures, and hazards found in meter reading duties. Work is performed under regular supervision and is evaluated on the basis of complaint activity, effectiveness of the meter maintenance program, and accuracy of readings taken and records made.

Duties and Responsibilities

Essential Duties and Task

- Makes field assignments and coordinates field needs with administrative offices; updates and arranges meter reading routes.
- Investigates complaints of high water bills; checks meters for leaks.
- Prepares and updates records of meter numbers, locations, tests, and related information.
- May upload and download computers for meter reading.
- Trains and provides performance coaching and evaluation for meter readers.
- Reads water meters and records readings.
- Explains meter readings to citizens; answers questions of a general nature on meter readings.
- Cleans meters and replaces broken and malfunctioning meter nodes.
- Conducts rereads of meters when complaints of bills being too high are received.
- Connects, disconnects, replaces and repairs meters, parts, and boxes.

Additional Job Duties

- Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

- Considerable knowledge of street layout and meter locations on assigned routes.
- Considerable knowledge of the functional operation of meters, meter calibration, and meter repair.
- Considerable knowledge of utility service policies.
- Ability to use automated hand held meter reading device and related computer components.
- Ability to deal courteously and effectively with the public.
- Ability to work independently within a routine schedule and to walk to cover an assigned route.
- Ability to provide leadership and train other meter readers.
- Ability to record meter readings accurately and input data correctly.
- Ability to establish and maintain various maintenance and work activity records.

Meter Maintenance Technician

Page 2

Physical Requirements

- Must be able to physically perform the basic life operational functions of balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.
- Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift objects.
- Must possess the visual acuity to work with data and figures and operate a motor vehicle and hand held meter reading device.

Desirable Education and Experience

- Graduation from high school and considerable related water meter or other utility field work and ability to work with figures and data; or an equivalent combination of education and experience.

Special Requirement

- Possession of a valid, unrestricted North Carolina Class C driver's license.

August, 2025

Police Sergeant
(Logistics Officer)

General Statement of Duties

Performs administrative work for the department in the administrative division of the police department (Support Services Division) specifically related to logistics.

Distinguishing Features of the Class

An employee in this class serves as the department Logistics Officer. The incumbent is responsible for requisitioning supplies, inventory of department assets, issuance of department equipment, and building maintenance. Work requires the employee to plan work activities, organize and assign work functions in an effective and efficient manner, and ensure work is completed while adhering to policies and procedures. Work involves frequent public contact which requires tact, firmness, and decisiveness. Independent judgment and initiative must be exercised. Employees are subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, and hazardous spills with fumes, oils, gases or flammable liquids. Work in the law enforcement duties is also subject to the final standards of OSHA on bloodborne pathogens. Work is performed under general supervision and is evaluated through conferences, discussion, and observations, for the acceptance of the community, adherence to laws and department policy, and the accuracy and completeness of reports.

Essential Duties and Tasks

At the direction and with approval of the appropriate Division Commander procures and issues uniforms, firearms, and other equipment to departmental personnel; maintains arms.

Serves as a liaison between all divisions by for ordering and maintaining departmental supplies, and provides feedback on equipment and supply needs.

Is responsible for building maintenance, manages the facilities upkeep coordination. Works closely with department officers and Public Works department for the repairs and maintenance of the department's facilities.

Manages the fleet upkeep coordination, work with the City's Fleet Management Department, p and outside contractors to maintain the department's fleet of vehicles.

Makes recommendations for department policies, procedures, and equipment purchases and provides feedback on equipment and supply needs.

Prepares accurate equipment related records and reports to include department inventory.

Attends training to increase skills and maintain certifications.

Additional Job Duties

Performs other duties as required.

Recruitment and Selection Requirements

Knowledges, Skills, and Abilities

Considerable knowledge of the operations, functions, procedures, and legal processes of the department.

Considerable knowledge of modern law enforcement practices and procedures, including equipment and investigative techniques.

Considerable knowledge of court procedures used in criminal, civil, and domestic courts; of federal, state and local laws relative to civil process.

Considerable knowledge of the principles of physical evidence collection and usage.

Considerable knowledge of the geographical layout of the town.

Skill in usage of firearms and other law enforcement equipment.

Ability to interpret and apply laws to specific cases and to exercise sound judgment in routine and emergency cases, and to adopt quick, effective and reasonable courses of action.

Ability to train and supervise lower level law enforcement personnel.

Ability to communicate in oral and written forms; to prepare clear and comprehensive reports and records of law enforcement activities.

Ability to develop and maintain effective work relationships with staff, supervisors, and other law enforcement agencies, defendants, lawyers, plaintiffs and the general public.

Physical Requirements

Must be able to physically perform the basic life operational functions of standing, kneeling, crouching, crawling, reaching, walking, pushing, pulling, lifting, fingering, grasping, climbing, talking, hearing and repetitive motions.

Must be able to perform heavy work exerting up to 100 pounds of force occasionally; 50 pounds frequently and 20 pounds constantly.

Must possess the visual acuity to operate a vehicle, distinguish detail and differences when observing people, places and things, conduct visual inspections, operate a computer and complete reports.

DESIRABLE TRAINING AND EXPERIENCE

Completion of an associate degree in criminal justice or a related field and considerable experience in law enforcement, including two years at the Sergeant level.

SPECIAL QUALIFICATIONS

Possession of a valid North Carolina driver's license and a North Carolina Advanced Law Enforcement Certificate.

Police Lieutenant
(Administrative Officer)

General Statement of Duties

Performs administrative work for the department in the administrative division of the police department (Support Services Division) specifically related to evidence, grants management, and North Carolina State Accreditation.

Distinguishing Features of the Class

The individual in this position is responsible for supervising and coordinating key administrative functions within the Police Department, including the management of evidence and property control, the development and oversight of law enforcement grants, and the implementation and maintenance of North Carolina Law Enforcement Accreditation (NCLEA) standards. This role ensures compliance with applicable laws, professional standards, and best practices related to evidence integrity, fiscal accountability, and agency accreditation. The position requires close collaboration with department leadership, sworn and civilian staff, legal and financial personnel, and external regulatory agencies to promote operational excellence, transparency, and continuous improvement.

Work involves frequent public contact which requires tact, firmness, and decisiveness. Independent judgment and initiative must be exercised. Employees are subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, and hazardous spills with fumes, oils, gases or flammable liquids. Work in the law enforcement duties is also subject to the final standards of OSHA on bloodborne pathogens. Work is performed under general supervision and is evaluated through conferences, discussion, and observations, for the acceptance of the community, adherence to laws and department policy, and the accuracy and completeness of reports.

Essential Duties and Tasks

- At the direction and with approval of the appropriate Division Commander, makes recommendations for department policies, procedures, and equipment purchases and provides feedback on equipment and supply needs related to the job function.
- Supervise and direct the work of Evidence Clerks and any assigned staff.
- Oversee the intake, cataloging, secure storage, release, and lawful disposal of all evidence and found or recovered property.
- Maintains the integrity of the chain of custody for all items from receipt to final disposition.
- Ensures compliance with local, state, and federal regulations, including audit readiness and legal retention schedules.

- Develops, updates, and implements policies and standard operating procedures for evidence handling.
- Conducts periodic audits and inventories of evidence and property rooms to ensure accountability and proper documentation.
- Coordinates with investigators, legal personnel, courts, and outside agencies regarding the status or disposition of evidence.
- Provides training opportunities and evaluates subordinate personnel, providing guidance and performance evaluation feedback.
- Prepare reports, respond to public records requests, and testify in court regarding evidence handling when required.
- Seeks to maintain the security, cleanliness, and organization of all evidence storage areas.
- Researches and recommends best practices, equipment, and technologies for evidence management.
- Assists with budget planning for evidence room operations and related resources.
- Attends training to increase skills and maintain certifications.
- Research and identify relevant grant opportunities from federal, state, local, and private sources.
- Write and submit grant applications and proposals in coordination with department leadership and the Finance Department.
- Develop and monitor grant budgets, ensuring alignment with agency priorities and program goals.
- Track and manage grant timelines, deliverables, and reporting requirements. Ensure compliance with grant terms and conditions, as well as applicable laws and funding agency guidelines.
- Coordinate with internal divisions to implement grant-funded programs, procure equipment, and allocate resources.
- Prepare required performance and financial reports in coordination with the Finance Department; submit documentation to Finance Department and funding agencies as scheduled.
- Monitor expenditures, maintain accurate records, and work with the City Finance Department on reimbursement requests.
- Serve as the primary liaison with grant agencies, auditors, and oversight bodies.
- Assist with departmental strategic planning by identifying funding gaps and aligning grant opportunities with operational needs.
- Maintain a comprehensive grant management system for recordkeeping and accountability.
- Stay current with funding trends, legal regulations, and industry best practices.
- Serve as the primary liaison between the Police Department and the NCLEA Program.
- Interpret and apply NCLEA standards to department operations, policies, and procedures.
- Develop and maintain a comprehensive accreditation management system to track standards compliance.

- Collect, organize, and upload proofs of compliance into NCLEA's PowerDMS or similar system.
- Coordinate policy reviews and revisions to ensure alignment with accreditation standards and best practices.
- Work closely with division commanders and supervisors to ensure operational practices meet required benchmarks.
- Monitor deadlines and maintain an accreditation calendar, ensuring timely submission of annual reports and assessments.
- Prepare the department for mock and on-site assessments, including training personnel on expectations and processes.
- Conduct internal audits and inspections to evaluate ongoing compliance.
- Lead accreditation team meetings and provide status updates to command staff.
- Stay current with changes in NCLEA standards, training opportunities, and policy trends.
- Assist with the development of written directives and standard operating procedures.
- Attend NCLEA conferences, training events, and professional development seminars as required.
- Promote and support a culture of continuous improvement and professional standards within the agency.

Additional Job Duties

- Performs other duties as required.

Recruitment and Selection Requirements

Knowledges, Skills, and Abilities

- Considerable knowledge of the operations, functions, procedures, and legal processes of the department.
- Considerable knowledge of modern law enforcement practices and procedures, including equipment and investigative techniques.
- Considerable knowledge of court procedures used in criminal, civil, and domestic courts; of federal, state and local laws relative to civil process.
- Considerable knowledge of the principles of physical evidence collection and usage.
- Considerable knowledge of the geographical layout of the town.
- Skill in usage of firearms and other law enforcement equipment.
- Ability to interpret and apply laws to specific cases and to exercise sound judgment in routine and emergency cases, and to adopt quick, effective and reasonable courses of action.
- Ability to train and supervise lower-level law enforcement personnel.
- Ability to communicate in oral and written forms; to prepare clear and comprehensive reports and records of law enforcement activities.

- Ability to develop and maintain effective work relationships with staff, supervisors, and other law enforcement agencies, defendants, lawyers, plaintiffs and the general public.

Physical Requirements

- Must be able to physically perform the basic life operational functions of standing, kneeling, crouching, crawling, reaching, walking, pushing, pulling, lifting, fingering, grasping, climbing, talking, hearing and repetitive motions.
- Must be able to perform heavy work exerting up to 100 pounds of force occasionally; 50 pounds frequently and 20 pounds constantly.
- Must possess the visual acuity to operate a vehicle, distinguish detail and differences when observing people, places and things, conduct visual inspections, operate a computer and complete reports.

Desirable Training and Experience

- Completion of or working towards an associate degree in criminal justice or a related field and considerable experience in law enforcement, including two years at the Sergeant level.

Special Qualifications

- Possession of a valid North Carolina driver's license and a North Carolina Advanced Law Enforcement Certificate.

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STACY C. EGGERS, III (1948–1990)

STACY C. EGGERS, IV

JONATHAN D. GREEN

J. SCOTT BUCHANAN

KIMBERLY M. EGGERS

August 13, 2025

Via E-Mail to:

City of Lenoir, North Carolina

c/o Scott Hildebran, City Manager

shildebran@ci.lenoir.nc.us

Re: Engagement Letter Agreement for Legal Services

Dear Scott,

Thank you for selecting our law firm to represent the City of Lenoir, North Carolina (the "City") in connection with researching and advising the City of its developmental obligations regarding Prince William Drive, and more specifically the section of roadway fronting the real property bearing Caldwell County Parcel Identification No. 1888-29-0709-000. This office, through the undersigned, will act as your legal counsel. I have cc'd my paralegal, Jamie Hawkins. Her email is front@eggers-law.com. Please keep her in the loop on all communications. She will contact you from time to time requesting information and sending legal documents for your review and signature.

I would like to set forth the terms under which this office will represent and counsel you in connection with these matters you have brought to my attention.

Client(s). The City of Lenoir, North Carolina, will be our only client in this matter.

Scope of Engagement. Our representation will be limited to the specific matters described in this paragraph (hereinafter referred to as the "matter" or "engagement"). You are engaging us to research and advise the City of its developmental obligations regarding Prince William Drive, and more specifically the section of roadway fronting the real property bearing Caldwell County Parcel Identification No. 1888-29-0709-000. Any further scope of representation will require a new engagement.

Hourly Fee. My hourly rate is \$350.00/hour, plus expenses. My legal assistant's rate is \$190.00/hour, plus expenses.

Trust Funds. Fees associated with this Agreement may be paid out of the amount that you receive through settlement of this matter, paid to our law firm

contemporaneous with the settlement. Our firm will hold your funds in our Lawyers' Trust Account. We will provide you with a statement of fees and expenses whenever we withdraw funds from the Trust Account. After our office mails you the statement, our staff will apply the funds to the fees earned and expenses incurred. You are responsible for paying fees and expenses in excess of the funds that we hold. We may bill you monthly for fees and expenses that exceed your balance in our Trust Account. Payment must be made within 30 days. We reserve the right to withdraw should these bills not be paid when due.

Expenses. You agree to pay all expenses associated with this matter.

Taxes. We do not counsel clients on tax matters. We advise you to hire a tax professional who is experienced in tax matters.

Documents. We may send you documents and other information throughout the representation. These copies will be your file copies. Please retain them. We will also keep the information in a file in my office, which will be my file. Please bring your copy of the file to all of our meetings. When we have completed all the legal work necessary for your case, we will close our file and store it for a reasonable amount of time.

Cooperation. You agree to cooperate fully and to provide us with documents and other information within a reasonable time.

Personal Guarantee. You agree to personally guarantee payment according to the terms set forth above.

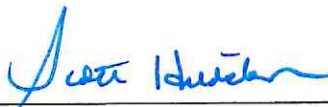
Conclusion of Matter. The matter will conclude on the date that we provide our last legal service to you in connection with that matter.

We appreciate this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Sincerely,
Joseph T. Petrack

Eggers, Eggers, Eggers & Eggers

Agreed to:

 8/26/2025

Scott Hildebran, City Manager
City of Lenoir, North Carolina

ATTENTION RESIDENTS OF CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public meeting to receive public input and comments concerning the proposed FY-2024 Consolidated Annual Performance and Evaluation Report. This report details the activities and expenditures of Community Development Block Grant and HOME funds during the period beginning July 1, 2024 through June 30, 2025.

The public meeting will be Tuesday, September 02, 2025 at 6:00pm, before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

There will be a 15-day comment period beginning August 16, 2025 and ending August 30, 2025 to obtain citizen input before the report is submitted to US Dept. of HUD.

This meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For copies of the report or for more information, contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD.

PUBLISH: August 16, 2025

Publish one time only on: August 16, 2025

Non-legal block ad needs to be in body of paper not classified section

Run one time only

Use HUD logos

AFFIDAVIT REQUIRED

Bill & Affidavit to: Rick Oxford
WPCOG for **(City of Lenoir CAPER AD)**
P. O. Box 9026
Hickory, NC 28603

Contact: Rick Oxford at (828) 514-9191 for additional information.

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CITY OF LENOIR

COUNCIL ACTION FORM:

September 2, 2025

- 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 616 Broadway Street.
- 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, **Caulder Jim**, 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: **616 Broadway Street**
Lenoir, North Carolina
Parcel-ID 06 18 1 25B
NCPIN 2749472548

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 2nd day of September 2025.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**Lauren Hartley
CITY CLERK**

APPROVED AS TO FORM:

**Timothy J. Rohr
CITY ATTORNEY**

Minimum Housing Violation Affidavit
(616 Broadway Street)

I, Matthew Bolick affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 616 Broadway Street. NCPIN: 2749472548. 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

Date

Matthew Bolick

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the ____ day of _____, 2025 and signed the above Affidavit ad hid free and voluntary act and deed.

Notary Public

Owner: Jim Caulder
Property: 616 Broadway Street
NC Pin: 2749472548
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Matthew Bolick

- **June 15 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 6842 5195
- **June 12 2025.** 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 2289 2908 03
- **August 18 2025.** 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 616 Broadway Street. The City Council will consider this ordinance for adoption at the September 2 2025 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 September 15 2025. All fees accumulated from the demolition will be placed as a lien on the property.
Certified Mail No. 9589 0710 5270 2289 2917 63
- **August 4, 2025 .** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.
- **August 2025.** 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 August 21, 2025 and Thursday August 28, 2025.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 616 Broadway Street. Demolition will take place after September 15 2025 and all fees accumulated will be placed as a lien on the property.



Minimum Housing Violation and Order to Abate

06/12/2025

CAULDER JIM
515 E 17TH ST
LUMBERTON, NC 28358

Certified Mail: 9589 0710 5270 2289 2908 03

To: **CAULDER JIM**, owner(s) of property located at **616 BROADWAY ST** (NCPIN:2749472548) in the City of Lenoir, North Carolina.

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

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. .

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, Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov.

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

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 06/15/2023. Appeals carry an administrative cost as determined by the City Council.

I, Matt Bolick 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)).

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.



Minimum Housing Violation and Hearing Notice

06/15/2023

CAULDER JIM
515 E 17TH ST
LUMBERTON, NC 28358

Certified Mail: 7021 1970 0001 6842 5195

To: **CAULDER JIM**, owner(s) of property located at **616 BROADWAY ST** (NCPIN:2749472548) in the City of Lenoir, North Carolina.

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

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The 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 than 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**



Final Notice of Abatement

08/18/2025

CAULDER JIM
515 E 17TH ST
LUMBERTON, NC 28358

Certified Mail: 9589 0710 5270 2289 2917 63

Re: Minimum Housing Determination
616 BROADWAY ST, LENOIR, NC 28645
Parcel: 2749472548

CAULDER JIM

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 616 BROADWAY ST within 60 days of 06/15/2023.

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

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 09/02/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

This is to inform you that the date has changed for the City Council meeting from August 19, 2025 to September 2, 2025

I, Matt Bolick 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,

Matt Bolick
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	CAULDER JIM	Deferred Val	\$0	Caldwell County
	515 E 17TH ST LUMBERTON, NC 28358	Assessed Val	\$24,800	
Acct Number	164522	Calc Acreage	0.210319	00.0040.0080.016 mi 00.0050.010.02 km
	Parcel ID 06 18 1 25B	Land Units	114 (**)	
NCPIN	2749472548	Legal Desc	BK 1948 PG 1605 YR 18 ST 22.00	July 17, 2025
		Plat Ref	00000/00000	
		Property Addr	616 BROADWAY ST	

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 616 Broadway St. on Tuesday September 2, 2025 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 Jim Caulder, and any other persons having or claiming an interest in the property 616 Broadway St, Lenoir NC 28645 NC Pin 2749472548 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.

Matthew Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

News-Topic

123 Pennton Avenue
Lenoir, N.C. 28645

www.newstopicnews.com

CLASSIFIED

Call to place an ad: 828-610-8220



YARD SALE

\$25⁰⁰

**10 Lines
3 Days**

Ad must be prepaid.



MERCHANDISE

\$24⁰⁰

**5 Lines
1 Weeks**

*Includes Caldwell Weekly
& Website*

Non commerical.
Additional \$5.00 for photo or border



MERCHANDISE

\$48⁰⁰

**5 Lines
4 Weeks**

Includes Caldwell Weekly

Non commerical.
Additional \$5.00 for photo or border

0150 GARAGE/ESTATE SALES

Yard Sale
Thurs. - Sat.
Aug. 28-30
8-4pm
1923 Union Grove Rd.
Lenoir
Like new Hosp. bed.,
Table w/ 6 chairs,
Full size bed,
clothing, household items,
& lots of tools.

0500 MERCHANDISE

FOR SALE: 2007 TOYOTA CAMRY One Owner, garaged life of car. 109,115 miles. Hybrid, new hybrid batteries, electric seats & windows, leather interior. Excellent condition, \$12,500. 828-572-5302



0900 LEGALS

NORTH CAROLINA CALDWELL COUNTY NOTICE TO CREDITORS
THE UNDERSIGNED, having qualified as Executor of the Estate of John Ricky Griffin, John Rickey Griffin, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 23rd day of November, 2025 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.
This the 21st day of August, 2025.

Jacinta M Griffin,
Executor
3115 Playmore Beach Rd
Morganton, NC 28655
Aug. 21, 28, Sept. 4, 11, 2025

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 313 Glendale St. NW on Tuesday September 2, 2025 at the City/County Chambers 905 West Ave, Lenoir. All at-

0900 LEGALS

tempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of Tony and Francis Pritchard, and any other persons having or claiming an interest in the property 313 Glendale Street NW, Lenoir NC 28645 NC Pin 2749981717 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

0900 LEGALS

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.
Matthew Bolick
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212
Aug. 21, 28, 2025

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 616 Broadway St. on Tuesday September 2, 2025 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 Jim Caulder, and any other persons having or claiming an interest in the property 616 Broad-

0900 LEGALS

way St, Lenoir NC 28645 NC Pin 2749472548 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

0900 LEGALS

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.
Matthew Bolick
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212
Aug. 21, 28, 2025

Have a HOT NEWS TIP?

We want to hear it!

828-610-8721

News-Topic

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

06/15/2023
CAULDER JM
515 E 17TH ST
LENOR, NC 28558

Certified Mail: 7021 1970 0001 6842 5195

To: CAULDER JM, owner(s) of property located at 616 BROADWAY ST (NCPN 2749472548) in the City of Lenoir, North Carolina.

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

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing Ordinance. The 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 an administrative hearing to be held at Lenoir City Hall. Please contact the Code Compliance Officer at your earliest convenience.

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

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

Housing Sec. 18-20A Abandoned
The dwelling is abandoned and unoccupied, creating conditions detrimental to public health and safety as described in Item 18-20A.

Housing Sec. 18-56 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 an owner-occupied unit or unit used for occupancy or use as human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 18-58 Structural
Evidence of structural issues (Sec. 18-58)
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

<https://www.lenoirnc.gov/Portals/0/Planning/CommunityDevelopment/Forms/CPN%202023%20Housing%20Violations%20Notice%20-%20Initial%20Investigation%20-%2006152023.pdf>

06/15/2023

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

06/15/2023
CAULDER JM
515 E 17TH ST
LENOR, NC 28558

Certified Mail: 9589 0710 5270 2989 2911 38

Re: Minimum Housing Ordinance
616 BROADWAY ST, LENOIR, NC 28558
Parcel: 2749472548

CAULDER JM

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 616 BROADWAY ST within 60 days of 07/14/2023.

Upon failure of the owner of the designated dwelling to comply with an order of the inspector within the time specified herein, the inspector may petition the City Council for enforcement of the minimum housing ordinance. The City Council may order that the dwelling be vacated or demolished, or provide for the removal of the dwelling. The removal of the dwelling to be removed or demolished, or removed or demolished (as ordered by the City Council) shall be a lien against the real property upon which this case was received. Such lien shall be filed, upon the same priority, and be enforceable 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 06/15/2023 City Council Meeting, held at the County Chambers at 900 West Ave in Lenoir.

I, Matt Ballek, am providing the order to abate and notifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (18-58).

Sincerely,

Matt Ballek
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2312

<https://www.lenoirnc.gov/Portals/0/Planning/CommunityDevelopment/Forms/CPN%202023%20Housing%20Violations%20Notice%20-%20Final%20Notice%20-%2006152023.pdf>

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

06/15/2023
CAULDER JM
515 E 17TH ST
LENOR, NC 28558

Certified Mail: 9589 0710 5270 2989 2911 38

To: CAULDER JM, owner(s) of property located at 616 BROADWAY ST (NCPN 2749472548) in the City of Lenoir, North Carolina.

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

Stage of the investigation: Final Determination

The following code violations have been determined:

Housing Sec. 18-20A Abandoned

Housing Sec. 18-56 Unfit for Human Habitation

Housing Sec. 18-58 Structural

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.

Abatement of these violations must occur in a specified amount of time, and to prevent 30 days from receipt of this notice. Failure to abate the violations within the time specified will result in action being taken, but not limited to, the removal and demolition of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me. Matt Ballek, Code Compliance Officer, Office: 828.757.2312 or email @ Matt.Ballek@lenoirnc.gov

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

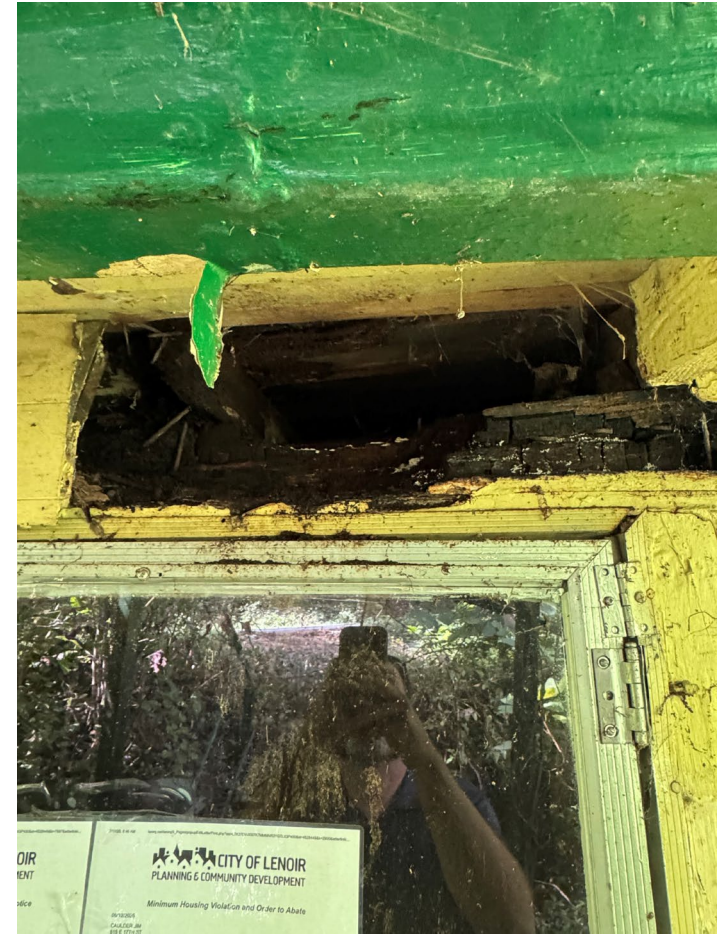
Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 06/15/2023. Appeals carry an administrative cost as determined by the City Council.

I, Matt Ballek, am providing the order to abate and notifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (18-58).

Section 1-18 Civil and Criminal Penalties

So 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 violation schedule in Ordinance 18-1, to be recovered by the city in a civil action in the name of the city 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.

<https://www.lenoirnc.gov/Portals/0/Planning/CommunityDevelopment/Forms/CPN%202023%20Housing%20Violations%20Notice%20-%20Final%20Notice%20-%2006152023.pdf>





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



7021 1970 0001 6842 5195

GREENSBORO NC 27401
16 JUN 2023 PM 5 L



US POSTAGE
ZIP 28601 \$008.10⁰
02 4W
0000390579 JUN 16 2023

CAULDER JIM
515 E 17TH ST
LUMBERTON, NC 28358

Handwritten: 6-12-9, 32-23

NIXIE

276 DE 1

0007/15/23

RETURN TO SENDER

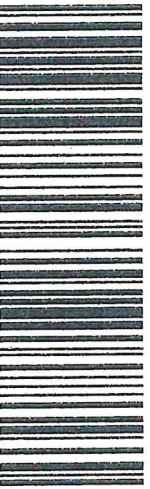
NAME
1ST NOTICE

28645-0958



CERTIFIED MAIL

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



9589 0710 5270 2289 2908 03

CHARLOTTE NC LPC 281
14 JUN 2025 PM 02



US POSTAGE
ZIP 28601 \$009.64⁰
02 1W
0001391513 JUN 13 2025

AUG 06 2025

Jim Caulder
515 E 17th Street
Lumberton, NC 28358

Handwritten: 6-16-25

NOTICE
620
630

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

28645-0958

28645-0958

0001391513 JUN 13 2025



Tracking Number:

Remove X

9589071052702289291763

Copy

Schedule a Redelivery (<https://tools.usps.com/redelivery.htm>)

Latest Update

Your item arrived at the LUMBERTON, NC 28358 post office at 8:16 am on August 22, 2025 and is ready for pickup. Your item may be picked up at LUMBERTON, 301 E 7TH ST, LUMBERTON, NC 283584837, M-F 0830-1700; SAT 0830-1200.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Available for Pickup

Available for Pickup

LUMBERTON
301 E 7TH ST
LUMBERTON NC 28358-4837
M-F 0830-1700; SAT 0830-1200
August 22, 2025, 8:16 am

Notice Left (No Authorized Recipient Available)

LUMBERTON, NC 28358
August 21, 2025, 9:32 am

Departed USPS Regional Facility

FAYETTEVILLE NC DISTRIBUTION CENTER
August 20, 2025, 12:23 pm

Arrived at USPS Regional Facility

FAYETTEVILLE NC DISTRIBUTION CENTER
August 20, 2025, 7:30 am

Feedback

CITY OF LENOIR

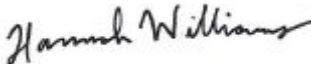
COUNCIL ACTION FORM:

September 2, 2025

- 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 313 Glendale Street.
- 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:  _____

Minimum Housing Violation Affidavit
(313 Glendale Street)

I, Matthew Bolick affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 313 Glendale Street. NCPIN: 2749981717. 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

Date

Matthew Bolick

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the ____ day of September, 2025 and signed the above Affidavit ad hid free and voluntary act and deed.

Notary Public

Owner: Tony Pritchard
Property: 313 Glendale Street
NC Pin: 2749981717
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Matthew Bolick

- **May 16, 2025.** 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 the certified letter was returned.
Certified Mail No. 9589 0710 5270 2289 2905 37
- **June 16, 2025.** 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 certified letter was signed and returned. The owner failed to contact the housing inspector.
Certified Mail No. 9589 0710 5270 2289 2908 72
- **August 18, 2025.** 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 313 Glendale St. The City Council will consider this ordinance for adoption at the September 2, 2025 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 September 15, 2025. All fees accumulated from the demolition will be placed as a lien on the property.
Certified Mail No. 9589 0710 5270 2289 2917 56
- **August 5, 2025.** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.
- **August 2025.** 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 August 21, 2025 and Thursday August, 28, 2025.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 313 Glendale ST NW. Demolition will take place after September 15, 2025 and all fees accumulated will be placed as a lien on the property.



Minimum Housing Violation and Hearing Notice

05/16/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2905 37

To: **PRITCHARD TONY R**, owner(s) of property located at **313 GLENDALE ST** (NCPIN:2749981717) in the City of Lenoir, North Carolina.

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

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The 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 an administrative hearing to be held at Lenoir City Hall. - Please contact the Code Compliance Officer - Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov 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. 10-60 unsafe

Evidence of unsafe/unsanitary maintenance (Sec. 10-60)

Housing Sec. 10-61 plumbing

The dwelling has inadequate plumbing, lack of potable water, and/or lack of proper sewage disposal system.

Housing Sec. 10-62 heat

Lack of a sufficient heating system to heat all habitable rooms during ordinary winter conditions.

Housing Sec. 10-63 Electric

Unsafe electrical system (receptacles and lights); or no electricity.



Minimum Housing Violation and Order to Abate

06/16/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2908 72

To: **PRITCHARD TONY R**, owner(s) of property located at **313 GLENDALE ST** (NCPIN:2749981717) in the City of Lenoir, North Carolina.

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

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. 10-60 unsafe

Housing Sec. 10-61 plumbing

Housing Sec. 10-62 heat

Housing Sec. 10-63 Electric

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. .

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, Hannah Williams Call 828-757-2168 or email @ hwilliams@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.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 07/16/2025. Appeals carry an administrative cost as determined by the City Council.

I, Matt Bolick 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)).

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



Final Notice of Abatement

08/18/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2917 56

Re: Minimum Housing Determination
313 GLENDALE ST, LENOIR, NC 28645
Parcel: 2749981717

PRITCHARD TONY R

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 313 GLENDALE ST within 60 days of 05/16/2025.

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 09/02/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

This is to inform you that the City Council date has changed from August 19, 2025 to September 2, 2025

I, Matt Bolick 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,

A handwritten signature in black ink, appearing to read "Matt Bolick".

Matt Bolick
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	PRITCHARD TONY R	Deferred Val	\$0	Caldwell County
	PRITCHARD FRANCIS M	Assessed Val	\$85,900	
Acct Number	1320 WINFIELD PL SW	Calc Acreage	0.193397	1:489
	LENOIR, NC 28645	Land Units	89 (**)	
Parcel ID	09 8 2 51	Legal Desc	BK 1223 PG 477 YR 1998 ST 0.00	0 0.004 0.008 0.016 mi 0 0.005 0.01 0.02 km
NCPIN	2749981717	Plat Ref	00000/00000	
		Property Addr	313 GLENDALE ST	July 17, 2025

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 313 Glendale St. NW on Tuesday September 2, 2025 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 Tony and Francis Pritchard, and any other persons having or claiming an interest in the property 313 Glendale Street NW, Lenoir NC 28645 NC Pin 2749981717 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.

Matthew Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

News-Topic

123 Pennton Avenue
Lenoir, N.C. 28645

www.newstopicnews.com

CLASSIFIED

Call to place an ad: 828-610-8220

YARD SALE	MERCHANDISE	MERCHANDISE
 \$25⁰⁰ 10 Lines 3 Days	 \$24⁰⁰ 5 Lines 1 Weeks Includes Caldwell Weekly & Website	 \$48⁰⁰ 5 Lines 4 Weeks Includes Caldwell Weekly
Ad must be prepaid.	Non commerical. Additional \$5.00 for photo or border	Non commerical. Additional \$5.00 for photo or border

0150 GARAGE/ESTATE SALES

Yard Sale
Thurs. - Sat.
Aug. 28-30
8-4pm
1923 Union Grove Rd.
Lenoir
Like new Hosp. bed.,
Table w/ 6 chairs,
Full size bed,
clothing, household items,
& lots of tools.

0500 MERCHANDISE

FOR SALE: 2007 TOYOTA CAMRY One Owner, garaged life of car. 109,115 miles. Hybrid, new hybrid batteries, electric seats & windows, leather interior. Excellent condition, \$12,500. 828-572-5302



0900 LEGALS

NORTH CAROLINA CALDWELL COUNTY NOTICE TO CREDITORS
THE UNDERSIGNED, having qualified as Executor of the Estate of John Ricky Griffin, John Rickey Griffin, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 23rd day of November, 2025 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.
This the 21st day of August, 2025.

Jacinta M Griffin,
Executor
3115 Playmore Beach Rd
Morganton, NC 28655
Aug. 21, 28, Sept. 4, 11, 2025

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 313 Glendale St. NW on Tuesday September 2, 2025 at the City/County Chambers 905 West Ave, Lenoir. All at-

0900 LEGALS

tempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of Tony and Francis Pritchard, and any other persons having or claiming an interest in the property 313 Glendale Street NW, Lenoir NC 28645 NC Pin 2749981717 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

0900 LEGALS

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.
Matthew Bolick
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212
Aug. 21, 28, 2025

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 616 Broadway St. on Tuesday September 2, 2025 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 Jim Caulder, and any other persons having or claiming an interest in the property 616 Broad-

0900 LEGALS

way St, Lenoir NC 28645 NC Pin 2749472548 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

0900 LEGALS

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.
Matthew Bolick
Code Compliance Officer
City of Lenoir
Planning Department
Office: 828.757.2212
Aug. 21, 28, 2025

Have a HOT NEWS TIP?

We want to hear it!

828-610-8721

News-Topic

7/17/25, 8:18 AM

hwqrc.net/hwqrc0_Pages/popupEditLetterPrint.php?id=LTk37DVJXG7K7MMNR3YGTIX3P400&id=7046509&id=6875&letterlinkid=29573402...

7/17/25, 8:19 AM

hwqrc.net/hwqrc0_Pages/popupEditLetterPrint.php?id=LTk37DVJXG7K7MMNR3YGTIX3P400&id=7046509&id=7868&letterlinkid=29573402...



Minimum Housing Violation and Hearing Notice

05/16/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2905 37

To: PRITCHARD TONY R, owner(s) of property located at 313 GLENDALE ST (NCPIN:2749981717) in the City of Lenoir, North Carolina.

Condition of structure is determined as: Dilapidated

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing Ordinance. The 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 an administrative hearing to be held at Lenoir City Hall. - Please contact the Code Compliance Officer - Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov 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 insecure, 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 as a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 10-60 unsafe

Evidence of unsafe/unsanitary maintenance (Sec. 10-60)

Housing Sec. 10-61 plumbing

The dwelling has inadequate plumbing, lack of potable water, and/or lack of proper sewage disposal system.

Housing Sec. 10-62 heat

Lack of a sufficient heating system to heat all habitable rooms during ordinary winter conditions.

Housing Sec. 10-63 Electric

Unsafe electrical system (receptacles and lights), or no electricity.

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https://hwqrc.net/hwqrc0_Pages/popupEditLetterPrint.php?id=LTk37DVJXG7K7MMNR3YGTIX3P400&id=7046509&id=7868&letterlinkid=29573402...

1/2



Minimum Housing Violation and Order to Abate

05/16/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2908 72

To: PRITCHARD TONY R, owner(s) of property located at 313 GLENDALE ST (NCPIN:2749981717) in the City of Lenoir, North Carolina.

Condition of structure is determined as: Deteriorated

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. 10-60 unsafe

Housing Sec. 10-61 plumbing

Housing Sec. 10-62 heat

Housing Sec. 10-63 Electric

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.

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, Hannah Williams Call 828-757-2168 or email @ hwilliams@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.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 07/16/2025. Appeals carry an administrative cost as determined by the City Council.

I, Matt Bolick 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)).

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



Final Notice of Abatement

07/16/2025

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 2289 2911 69

Re: Minimum Housing Determination
313 GLENDALE ST, LENOIR, NC 28645
Parcel: 2749981717

PRITCHARD TONY R

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 313 GLENDALE ST within 60 days of 05/16/2025.

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 08/19/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Matt Bolick 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,

Matt Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828-757-2212

https://hwqrc.net/hwqrc0_Pages/popupEditLetterPrint.php?id=LTk37DVJXG7K7MMNR3YGTIX3P400&id=7046509&id=6875&letterlinkid=29573402...





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



9589 0710 5270 2289 2905 37

Tony Pritchard
1320 Winfield Pl. SW
Lenoir, NC 28645

UNC
28645-0958

NIXIE 274 SE 1 0206/28/25
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 28645095858 *2180-00385-27-37

S-24-25



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tony Pritchard
1320 Winfield Pl. SW
Lenoir, NC 28645

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 8-22-25
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: No

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 9247 4295 4741 57

2. Article Number (Transfer from service label)

9589 0710 5270 2289 2917

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PRITCHARD TONY R
1320 WINFIELD PL SW
LENOIR, NC 28645

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 8-23-25
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 9247 4295 4749 59

2. Article Number (Transfer from service label)

9589 0710 5270 2289 2908

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt