

# AGENDA



**CITY OF LENOIR  
CITY COUNCIL MEETING  
CITY/COUNTY CHAMBERS  
905 WEST AVENUE  
TUESDAY, JANUARY 5, 2016  
6:00 P.M.**



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## **I. CALL TO ORDER**

- A. Moment of Silence & Pledge of Allegiance

## **II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

- A. Nuisance Declaration Ordinance; 1201 Steel Street: A public hearing will be held to consider adoption of an ordinance declaring the former Bost Lumber Building located at 1201 Steel Street, NC PIN#274-965-0842, as a danger to the public health, safety, morals, and general welfare of inhabitants of the City and a nuisance by the City Council, in accordance with Section 12-12 (15) of the Lenoir City Code.

## **III. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of the minutes from the City Council Meeting of Tuesday, December 1, 2015 as submitted.
- B. Minutes: Approval of minutes from the Committee of the Whole Meeting of Tuesday, November 24, 2015 as submitted.
- C. FY2015-2016 Annual Audit Contract: Approval of the FY2015-2016 Annual Audit Contract in the amount of \$29,300 as submitted by S. Eric Bowman, PA.
- D. Bid Award; Equipment Financing Package: City Staff recommends that Council award the low bid of a 1.47% interest rate and a four-year interest cost of \$43,020.48 to First Citizens Bank for the City of Lenoir's FY2015-2016 Equipment Financing Package.

## **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. January Calendar: The calendar for the month of January will be submitted to Council with various meetings and events.
2. The Lenoir Tourism Development Authority will meet on Thursday, January 7 at 3:00 p.m. at City Hall, Third Floor, former Council Chambers.
3. Curbside Christmas Tree Pickup ends on Friday, January 8.
4. The City/County Services Committee will meet on Monday, January 11 at 11:45 a.m. at CCC&TI.

5. The Caldwell County Economic Development Commission will meet on Tuesday, January 12 at 8:00 a.m.
6. The Lenoir Business Advisory Board will meet on Tuesday, January 12 at 6:00 p.m.
7. The Sister Cities Committee will meet on Thursday, January 14 at 1:15 p.m.
8. City offices will be closed on Monday, January 18 in observance of the Martin Luther King, Jr., holiday.

B. Items for Council Action

**VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**

**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR**

- A. Board Appointment; Fire Department Relief Fund Board: Mayor Gibbons will recommend that Danny Gilbert, Assistant City Manager/Finance Director, be re-appointed to serve on the Fire Department Relief Fund Board. Note: The purpose of this Board is to manage a small supplemental pension fund that is funded entirely by Fire Department personnel.

**IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

- A. Closed Session: Pursuant to N.C.G.S. §143-318.11(a), (4), (5), City Council will enter into closed session to discuss economic development and property negotiations.

**X. ADJOURNMENT**

**CITY OF LENOIR  
COUNCIL ACTION FORM**

**I. Agenda Item:**

Public hearing to adopt an ordinance declaring the former Bost Lumber Building, located at 1201 Steel St (NC PIN 2749650842), as a danger to the public health, safety, morals, and general welfare of inhabitants of the City and a nuisance by the City Council, in accordance with Sec. 12-12(15) of the Lenoir City Code.

**II. Background Information:**

Portions of the property at 1201 Steel Street, formally known as Bost Lumber, have become visibly dilapidated and a portion of the building has collapsed. Water infiltration poses threats of mold, bacteria, and fungi. Additionally, the property is unsecured, allowing access to the unsafe conditions in and around the structure.

Sec. 12-12(15) states that proceedings to abate violations(s) may be initiated by the City prior to the nuisance declaration of the City Council after giving written notice thereof. On August 20, 2015, written notice of the violations on the property was provided to the property owner, James C. Sullivan, with an order to abate within 45 days. The owner did not respond to the written notice, and so staff requested that the Council call for a public hearing to consider adoption of an ordinance to declare the present condition of the property a public nuisance. Council called for the hearing on December 18, 2015.

Following the call for the public hearing, staff was contacted by the owners of the property. **At this time, the owners are requesting additional time to work with the City and explore their options for addressing the dilapidated conditions on the property.**

Staff's recommendations to the property owner are twofold:

- (1) Address the severely dilapidated portions of the building immediately to avoid further action by the City. This may include a combination of demolition and securing the property.
- (2) Working with Planning staff, develop a long-term plan for the original parts of the building, including potential designation of the building as a Historic Landmark on the National Register of Historic Places. This building has many original historic elements, is located in close proximity to the Downtown, adjacent to the rail trail, and is considered part of the "Fairfield South" small area plan area, which will be studied more in depth in the coming year. Residential or mixed-use renovations could be feasible and desirable for this

building, and tax credits and other potential funding sources may help offset the expense of an adaptive re-use project.

**III. Staff Recommendation:**

Continue the Public Hearing to the February 16, 2016, in order to give the property owners additional time to voluntarily address the unsafe conditions on the property.

**IV. Reviewed by:**

Planning Director: 

**AN ORDINANCE DECLARING THE CONDITIONS AT 1201 STEEL STREET (NC PIN 2749650842) TO BE A DANGER TO THE PUBLIC HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE INHABITANTS OF THE CITY OF LENOIR AND A NUISNANCE BY THE CITY COUNCIL, IN ACCORDNANCE WITH SECTION 12-12(15) OF THE LENOIR CITY CODE.**

**WHEREAS**, the City Council of the City of Lenoir finds that the property described herein is a detriment, danger, and hazard to the health, safety, morals and general welfare of the inhabitants of the City in accordance with Section 12-12(15) of the Lenoir City Code; and

**WHEREAS**, the property is unsightly, unattractive, and contributes measurably to the visual blight with the City; and

**WHEREAS**, a portion of the building has collapsed, is visibly dilapidated, the structural support has been compromised, and water infiltration poses threats of mold, bacteria, and fungi; and

**WHEREAS**, the owner of this property, **James C. Sullivan**, has been given written notice of the violations on the property and an order to abate the nuisance violations, in accordance with Section 12-12(15) of the Lenoir City Code on August 20, 2015, and the owner has failed to comply with the order; and

**WHEREAS**, the City Council, in accordance with Section 12-12(15) of the Lenoir City Code, called for a public hearing to consider this ordinance on December 18, 2015, and written notice of the hearing was served onto the owner of the property on December 30, 2015,

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

**Section 1.** The above referenced property is hereby declared to be a public nuisance and is subject to enforcement in accordance with the procedures common to other public nuisances under Chapter 12 of the Lenoir City Code.

**Section 2.** Failure to abate the declared nuisances may result in civil penalties in accordance with Sec 1-15 of the Lenoir City Code, which allows penalties of up to \$500/day.

**Section 3.** If the owner fails to act to abate the nuisance conditions on the property, the City may abate the violations. The cost abatement shall be a tax lien on the real property as provided by G.S. 160A-443 (6).

**Section 4.** 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.

**Section 5.** This ordinance shall become effective upon adoption.

**Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2016.**

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**JOSEPH L. GIBBONS  
MAYOR**

**ATTEST:**

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**SHIRLEY M. CANNON  
CITY CLERK**

**APPROVED AS TO FORM:**

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**EDWARD H. BLAIR, JR  
CITY ATTORNEY**



**LENOIR CITY COUNCIL  
TUESDAY, DECEMBER 1, 2015  
6:00 P.M.**

**PRESENT:** Mayor Gibbons presiding. Councilmembers present were Edmisten, Perdue, Perkins, Rohr, Stevens, Thomas and Willis. Also in attendance were City Manager Hildebran, City Clerk Cannon and City Attorney Blair.

**I. CALL TO ORDER**

A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance.

**OATH OF OFFICE:** B. The Honorable Clerk of Superior Court Kim Clark administered the Oath of Office to Joseph L. Gibbons, Mayor, Todd H. Perdue, Timothy J. Rohr, and Benjamin K. Willis as Councilmember.

Copies of the Oath of Office are hereby incorporated into these minutes by reference. (Refer to pages 314-317.)

**OATH OF OFFICE:** C. The Honorable Chief District Court Judge, Retired, Robert M. Brady, administered the Oath of Office to Kimberly P. Edmisten, Councilmember.

A copy of the Oath of Office is hereby incorporated into these minutes by reference. (Refer to page 318.)

**ELECTION OF  
MAYOR PRO-TEMPORE:**

D. Councilmember T.J. Rohr nominated Ben Willis to serve as Mayor Pro-Tempore.

Councilmember Perdue moved to close the nominations which carried unanimously.

Councilmember Ben Willis was elected unanimously by City Council to serve a two-year term as Mayor Pro-Tempore.

Mayor Pro-Tem Willis thanked City Councilmembers and stated it was an honor to serve.

On behalf of City Council, Mayor Gibbons thanked Councilmember Rohr for his service as Mayor Pro-Tempore over the past four years and remarked he has done a great job.

**PROJECT MASON:** E. Jessica Wesson, Lenoir Police Department, presented a brief power point presentation regarding Project Mason (Managing Autism Safety Objectives and Needs.) Ms. Wesson explained that each child has different needs and showed a sample of a form that parents can choose to fill out listing what items will work to calm their child down and their preferred use of communication. Ms. Wesson noted that these forms contain valuable information that can be used by emergency personnel and related there are currently 153 participants in the program. She explained the forms are entered into the Department's computer system where Staff can have access to the information prior to responding to a call. Ms. Wesson stated this is a great program and she expects it to grow.

Mayor Gibbons thanked Ms. Wesson for the good report.

## **II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

### **AMENDMENT; CHARTER CODE OF ORDINANCES; CHAPTER 13, ARTICLE 1, SECTION 13-71, SOLICITATION AND BEGGING:**

A. A public hearing was held to consider amending the Charter Code of Ordinances, Chapter 13, Article I, Section 13-71, Solicitation and Begging as recommended by City Staff.

A copy of the amendment is hereby incorporated into these minutes by reference. (Refer to pages 319-322.)

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed amendment.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Mayor Pro-Tem Willis stated the proposed amendment addresses safety issues that occurred at Smith Crossroads during the summer when individuals were trying to solicit for donations at the highly congested traffic intersection. He clarified the amendment does not prohibit individuals from soliciting, but emphasized the City's goal is to make this process safer for the general public.

Upon a motion by Mayor Pro-Tem Willis, Council voted 7 to 0 to approve the amendment to the Charter Code of Ordinances, Chapter 13, Article I, Section 13-71, Solicitation and Begging as recommended by City Staff.

### **AMENDMENT; CHARTER CODE OF ORDINANCES, APPENDIX A, (ZONING) PARKING RATIOS:**

B. A public hearing was held to consider amending the Charter Code of Ordinances, Appendix A, (Zoning), as related to required parking

ratios and as recommended by City Staff.

A copy of the amendment is hereby incorporated into these minutes by reference. (Refer to pages 323-326.)

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed amendment.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Councilmember Rohr pointed out the proposed amendment reduces the current number of parking spaces from four to three and encouraged Councilmembers to consider further reducing the number of spaces to two because the need for parking may possibly decline in the future.

Director Wheelock explained that communities with higher ratios do not have a lot of on street parking because businesses understand how many spaces they need for their particular business. She further explained that two is a low number especially if a business designates one space for handicap individuals.

Upon a motion by Councilmember Rohr, Council voted 7 to 0 to approve the proposed amendment to the Charter Code of Ordinances, Appendix A, (Zoning), as related to required parking ratios to reduce the current number of spaces from four to three as recommended by City Staff.

**AMENDMENT; ECONOMIC INCENTIVE AGREEMENT;  
WOODGRAIN MILLWORK:**

- C. A public hearing was held to consider a request by Woodgrain Millwork to amend the terms of their economic development incentive agreement awarded on December 4, 2012, for the five-year property tax abatement period to begin with the 2015 tax year instead of 2013.

A copy of the proposed amendment is hereby incorporated into these minutes by reference. (Refer to pages 327-330.)

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed amendment.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Councilmember Perdue expressed his opposition to the proposed amendment by stating he supports the original three-year agreement and he is not in favor of a five-year agreement. Mr. Perdue commented the proposed amendment will also affect the City's books and it is not in the spirit of the agreement to amend it.

Councilmember Rohr also expressed his philosophical differences to incentives along with state and federal grants and pointed out the City would not receive the full tax value back because of depreciation.

Councilmember Stevens asked about the number of jobs that Woodgrain Millwork expects to create and pointed out the proposed amendment only applies to new equipment.

City Manager Hildebran stated they expect to meet their commitment of 126 new jobs within the next twelve months.

Mayor Pro-tem Willis commented that Woodgrain Millwork is a great corporate partner and Council needs to be willing to work with companies. He also mentioned that Caldwell Community College and Technical Institute offers training to individuals interested in seeking employment with Woodgrain Millwork and referred to the millions of dollars they would be investing with their upcoming expansion project.

Mayor Gibbons reiterated that Woodgrain Millwork is a great corporate citizen and he was excited about the expansion and job growth in the community. He stated they also add diversity to our community and mentioned they were a large supplier of Home Depot.

Councilmember Edmisten agreed it was a reasonable request and she supports it.

Councilmember Thomas also expressed her support of this economic development project and remarked that Woodgrain Millwork is a thriving company which continues to succeed during these economic times.

Upon a motion by Mayor Pro-Tem Willis, Council voted 5 to 2 to approve the proposed amendment for the five-year property tax abatement period to begin with the year 2015 instead of 2013 as requested by Woodgrain Millwork. Councilmembers Perdue and Rohr voted against the motion.

### **III. CONSENT AGENDA ITEMS**

A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda item was submitted for approval:

1. Minutes: Approval of minutes from the City Council Meeting of Tuesday, November 10, 2015 as submitted.

Upon a motion by Councilmember Edmisten, Council voted 7 to 0 to approve the above listed item on the Consent Agenda as recommended by City Manager Hildebran.

#### **IV. REQUESTS AND PETITIONS OF CITIZENS**

##### **BOARD APPOINTMENT**

**PROCESS:** A. Mr. Charles Senf, Collettsville Road, addressed City Council and presented suggestions on how to better improve the City's current process of making the general public aware of vacancies on its Authorities/Boards/Commissions. Mr. Senf also pointed out the current listing on the City's website was out of date. Mr. Senf stated vacancies should be announced sixty days prior to the appointment date and asked Council to encourage citizens to apply.

In addition, Mr. Senf referred to how citizens do not currently have access to the actual agenda items prior to the meeting in order to be prepared to ask any questions regarding a particular item.

It was noted City Council is in the process of implementing a paperless agenda packet process in the near future, and upon completion, a link to the packets will be available for the public to access on the City's website.

Next Mayor Gibbons explained the City's current process for Board appointments and stated there were not any openings at this time. He clarified that individuals currently serving on a Board also have the option to be re-appointed if they choose to do so. He further explained the Brownfields Advisory Committee is a requirement the City has to fulfill regarding its upcoming Brownfields Assessment Grant application and the Committee will be comprised of individuals that are familiar with Brownfields or either lives near a site. He thanked Mr. Senf for coming and stated Staff would update the website with current information as well as review ways to make the public better aware of any upcoming vacancies.

Councilmember Rohr also asked Staff to see how other municipalities are advertising their vacancies.

#### **V. REPORTS OF BOARDS AND COMMISSIONS**

#### **VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER**

##### **A. Items of Information**

##### **FOOTHILLS REGIONAL AIRPORT AUTHORITY:**

1. The Foothills Regional Airport Authority will meet on Wednesday, December 2 at noon.

##### **CHRISTMAS PARADE:**

2. The annual downtown Christmas Parade will be held on Friday, December 4 at 6:30 p.m.

**CRUISE-IN:** 3. A Toy for Tots Toy Drive and Cruise-In is scheduled for Sunday, December 6 from 1:00 p.m. – 4:30 p.m. downtown.

**CANCELLED; CITY/COUNTY SERVICES**

**COMMITTEE:** 4. The City/County Services Committee Meeting scheduled for Monday, December 7 has been cancelled.

**LENOIR BUSINESS ADVISORY**

**BOARD:** 5. The Lenoir Business Advisory Board will meet on Monday, December 7 at noon.

**CALDWELL COUNTY ECONOMIC DEVELOPMENT**

**COMMISSION:** 6. The Caldwell County Economic Development Commission will meet on Tuesday, December 8 at 8:00 a.m.

**ANNUAL LUMINARY**

**DISPLAY:** 7. The annual Luminary Display is scheduled for Friday, December 11 from 6:00 p.m. – 10:00 p.m. at Blue Ridge Memorial Park. A rain date is scheduled for Friday, December 18.

**CITY/COUNTY COORDINATING**

**COMMITTEE:** 8. The City/County Coordinating Committee is scheduled to meet on Monday, December 21 at 11:30 a.m. at City Hall, Third Floor, former Council Chambers.

B. Items for Council Action

**FUNDING REQUEST; OVERMOUNTAIN**

**VICTORY TRAIL MASTER PLAN:**

1. City Staff recommends approval of a funding request to Caldwell County Pathways for the Overmountain Victory Trail Master Plan Implementation in the amount of \$12,000 for FY2015-16 and \$12,000 for FY2016-17 to cover the cost of hiring a consultant to serve as a Trail Developer to develop the project from Google south to the Caldwell County line.

Taylor Gupton, Planning Department, addressed Council and reviewed the proposal which will cost \$72,000 over the next eighteen months. Ms. Gupton noted that Caldwell County and the Town of Gamewell will also be asked to support this project. She explained the demands of a Trail Developer will include time, travel, correspondence, field analysis, landowner meetings, presentation and meetings with grant agencies plus regular meetings with Caldwell County Pathways.

In addition, Ms. Gupton pointed out that, to serve as the Overmountain Victory Trail Developer, Caldwell County Pathways seeks to extend its contract with Destination by Design, the consulting firm that was successful in developing the Master Plan.

Councilmembers Stevens and Willis referred to all the positive comments they have received regarding the City's Greenway and pointed out this project will greatly enhance it. Mayor Gibbons further noted that Lenoir is part of the historic Overmountain Victory Trail march. It was also noted the Trail is significant to economic development and it will help the City become a regional, recreation tourism destination.

Councilmember Rohr agreed the project would help the Greenway and is a quality of life resource, but commented he was not comfortable with the City supporting the project because he feels the project should be funded by private individuals instead.

Upon a motion by Mayor Pro-Tem Willis, Council voted 6 to 1 to approve the funding request as described above and as recommended by City Staff. Councilmember Rohr voted against this motion.

**NUISANCE DECLARATION ORDINANCE;**

**1201 STEEL STREET:**

2. City Staff recommends that Council call for a public hearing to be held on Tuesday, January 5, 2016 to consider adoption of an ordinance declaring the former Bost Lumber Building located at 1201 Steel Street, NC PIN #274-965-0842, as a danger to the public health, safety, morals and general welfare of inhabitants of the City and a nuisance by the City Council, in accordance with Section 12-12 (15) of the Lenoir City Code.

Upon a motion by Councilmember Rohr, Council voted 7 to 0 to schedule a public hearing to be held on Tuesday, January 5, 2016 to consider the Nuisance Declaration Ordinance for property located at 1201 Street as recommended by City Staff.

**VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**

**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR**

**BOARD APPOINTMENTS; BROWNFIELDS**

**ADVISORY COMMITTEE:**

- A. Mayor Gibbons recommends that the following individuals be appointed to serve on the newly formed Brownfields Advisory Committee:

Pete Kidder, Habitat for Humanity  
Deborah Murray, Economic Development Commission  
Merlin Perry, Planning Board  
Alvin Daughtridge, Fairfield Chair  
John Moore, Brushy Mountain Builders  
Alan Merck, Blue Ridge Electric  
Jennifer Grayson, Community Leader (St. Paul AME Church)

Ex-Officio

Ben Willis, City Council  
David Stevens, City Council

City Staff

Radford Thomas, Public Utilities Director  
Ken Briscoe, Fire Chief  
Jenny Wheelock, Planning Director

Mayor Gibbons stated the members of the Business Growth Committee have been working on compiling information about Brownfields sites for the past several years and that Councilmembers Stevens and Willis along with Director Thomas, Chief Briscoe and Director Wheelock currently serve on this Committee.

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to appoint the above list of individuals to serve on the Brownfields Advisory Committee as recommended by Mayor Gibbons.

**IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

**ANNUAL TURKEY  
DRIVE:**

- A. Councilmember Crissy Thomas along with Ike Perkins thanked City Staff and the general public for all their support for the successful second annual Turkey Drive held on Tuesday, November 24 at the Martin Luther King, Jr., Center. Ms. Thomas reported over 400 frozen turkeys were donated for families in need and they appreciate all of the support from the community.

**X. ADJOURNMENT**

- A. There being no further business, the meeting was adjourned at 7:15 p.m.

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Joseph L. Gibbons, Mayor

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Shirley M. Cannon, City Clerk



*State of North Carolina*

**CITY OF LENOIR, NORTH CAROLINA**

**OATH OF MAYOR**

❧ **JOSEPH L. GIBBONS** ❧

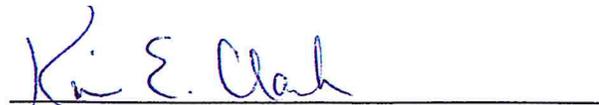
I, **JOSEPH L. GIBBONS**, do solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, **JOSEPH L. GIBBONS**, further swear that I will execute the duties of the office of **MAYOR** for the city of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

  
JOSEPH L. GIBBONS

*Sworn to and subscribed before me this 1<sup>ST</sup> day of December, 2015.*



  
KIM E. CLARK  
CLERK OF SUPERIOR COURT  
CALDWELL COUNTY



*State of North Carolina*

**CITY OF LENOIR, NORTH CAROLINA**  
**OATH OF COUNCIL MEMBER**

*✧ TODD H. PERDUE ✧*

I, **TODD H. PERDUE**, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, **TODD H. PERDUE**, further swear that I will execute the duties of the office of **COUNCIL MEMBER** for the city of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

A handwritten signature in blue ink, appearing to read "T. Perdue", written over a horizontal line.

**TODD H. PERDUE**

*Sworn to and subscribed before me this 1<sup>ST</sup> day of December, 2015.*



A handwritten signature in blue ink, appearing to read "Kim E. Clark", written over a horizontal line.

**KIM E. CLARK**  
**CLERK OF SUPERIOR COURT**  
**CALDWELL COUNTY**



*State of North Carolina*

**CITY OF LENOIR, NORTH CAROLINA**

**OATH OF COUNCIL MEMBER**

❧ *TIMOTHY J. ROHR* ❧

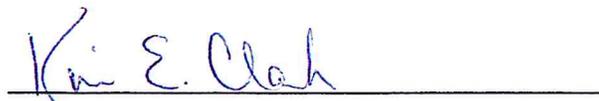
I, **TIMOTHY J. ROHR**, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, **TIMOTHY J. ROHR**, further swear that I will execute the duties of the office of **COUNCIL MEMBER** for the city of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

  
TIMOTHY J. ROHR

Sworn to and subscribed before me this 1<sup>ST</sup> day of December, 2015.



  
KIM E. CLARK  
CLERK OF SUPERIOR COURT  
CALDWELL COUNTY



*State of North Carolina*

**CITY OF LENOIR, NORTH CAROLINA**

**OATH OF COUNCIL MEMBER**

❧❧ **BENJAMIN K. WILLIS** ❧❧

I, **BENJAMIN K. WILLIS**, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, **BENJAMIN K. WILLIS**, further swear that I will execute the duties of the office of **COUNCIL MEMBER** for the city of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

A handwritten signature in black ink, appearing to read "Benjamin K. Willis".

**BENJAMIN K. WILLIS**

Sworn to and subscribed before me this 1<sup>ST</sup> day of December, 2015.



A handwritten signature in blue ink, appearing to read "Kim E. Clark".

**KIM E. CLARK**  
CLERK OF SUPERIOR COURT  
CALDWELL COUNTY

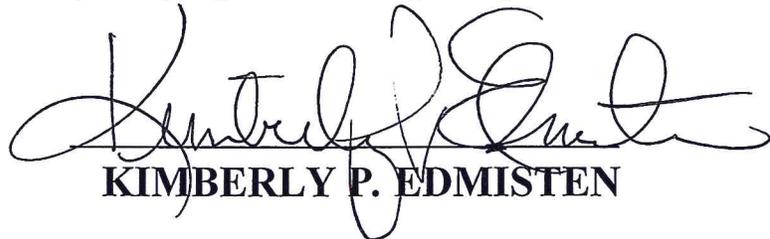
**CITY OF LENOIR, NORTH CAROLINA**

**OATH OF COUNCIL MEMBER**

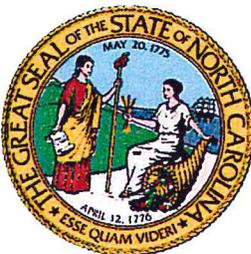
❧ **KIMBERLY P. EDMISTEN** ❧

I, **KIMBERLY P. EDMISTEN**, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

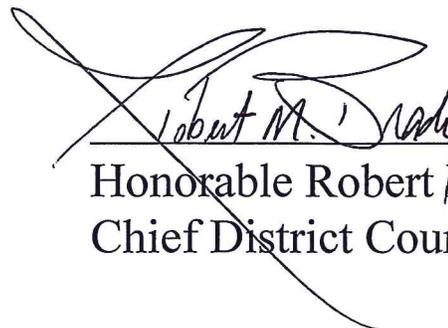
I, **KIMBERLY P. EDMISTEN**, further swear that I will execute the duties of the office of **COUNCIL MEMBER** for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

  
KIMBERLY P. EDMISTEN

Sworn to and subscribed before me this 1<sup>st</sup> day of December, 2015.



SEAL

  
Honorable Robert M. Brady  
Chief District Court Judge, Retired

**Sec. 13-17. - Solicitation and begging prohibited.**

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Accosting* means approaching or speaking to an individual or individuals in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.

*Beg, solicit or panhandle* means use, or attempted use, of the spoken, written, or printed word, or other acts as are conducted in the furtherance of the purpose of immediately collecting contributions for the use of one's self or others. As used in this section, the word, "solicit", and its forms, includes begging and panhandling.

*Financial institution* means any bank, industrial bank, credit union, or savings and loan.

*Forcing oneself upon the company of another* means:

- (1) Continuing to solicit in close proximity to the individual addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;
- (2) Blocking the passage of the individual solicited; or
- (3) Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.

(b) *Prohibited acts.* It shall be unlawful for any person to beg, solicit, or panhandle, as defined in subsection (a) of this section:

- (1) By accosting another, or by forcing oneself upon the company of another;
- (2) Within 20 feet of the entrance to any financial institution, or any automatic teller machine;

- (3) At any outdoor dining area, or outdoor merchandise area, provided such areas are in active use at the time;
  - (4) At any transit stop or taxi stand, or in a public transit vehicle;
  - (5) While the person being solicited is standing in line waiting to be admitted to a commercial establishment;
  - (6) By touching the person being solicited without the person's consent;
  - (7) By blocking the path of a person being solicited or blocking the entrance or exit to any building or vehicle;
  - (8) By or with the use of profane or abusive language, during the solicitation or following an unsuccessful solicitation;
  - (9) By or with the use of any gesture or act intended to cause a reasonable person to be fearful of the solicitor or feel compelled to accede to the solicitation; or
  - (10) While under the influence of alcohol or after having illegally used any controlled substance, as defined in the North Carolina Controlled Substance Act.
  - (11) While standing on any street, highway, or right-of-way, excluding sidewalks, and while soliciting any employment, business, or contributions from the driver or occupants of any vehicle.
- (c) Prohibited area. Any business, government building, recreation facility, commercial property or other property located within the corporate city limits of Lenoir, North Carolina.
- (d) Penalty. A violation of this section is a misdemeanor as set forth in G.S. 14-4. ~~The section from which this ordinance is derived is authorized by G.S. 160A-179, regulation of begging which allows cities by ordinance to prohibit or regulate begging or otherwise canvassing the public for contributions for the private benefit of the solicitor or any other person.~~

State Law reference – N.C.G.S. 20-175 (d); 160A-179.

~~(Ord. of 7-20-2004)~~

**§ 20-175. Pedestrians soliciting rides, employment, business or funds upon highways or streets.**

(a) No person shall stand in any portion of the State highways, except upon the shoulders thereof, for the purpose of soliciting a ride from the driver of any motor vehicle.

(b) No person shall stand or loiter in the main traveled portion, including the shoulders and median, of any State highway or street, excluding sidewalks, or stop any motor vehicle for the purpose of soliciting employment, business or contributions from the driver or occupant of any motor vehicle that impedes the normal movement of traffic on the public highways or streets: Provided that the provisions of this subsection shall not apply to licensees, employees or contractors of the Department of Transportation or of any municipality engaged in construction or maintenance or in making traffic or engineering surveys.

(c) Repealed by Session Laws 1973, c. 1330, s. 39.

(d) Local governments may enact ordinances restricting or prohibiting a person from standing on any street, highway, or right-of-way excluding sidewalks while soliciting, or attempting to solicit, any employment, business, or contributions from the driver or occupants of any vehicle. No local government may enact or enforce any ordinance that prohibits engaging in the distribution of newspapers on the non-traveled portion of any street or highway except when those distribution activities impede the normal movement of traffic on the street or highway. This subsection does not permit additional restrictions or prohibitions on the activities of licensees, employees, or contractors of the Department of Transportation or of any municipality engaged in construction or maintenance or in making traffic or engineering surveys except as provided in subsection (e) of this section.

(e) A local government shall have the authority to grant authorization for a person to stand in, on, or near a street or State roadway, within the local government's municipal corporate limits, to solicit a charitable contribution if the requirements of this subsection are met.

A person seeking authorization under this subsection to solicit charitable contributions shall file a written application with the local government. This application shall be filed not later than seven days before the date the solicitation event is to occur. If there are multiple events or one event occurring on more than one day, each event shall be subject to the application and permit requirements of this subsection for each day the event is to be held, to include the application fee.

The application must include:

- (1) The date and time when the solicitation is to occur;
- (2) Each location at which the solicitation is to occur; and
- (3) The number of solicitors to be involved in the solicitation at each location.

This subsection does not prohibit a local government from charging a fee for a permit, but in no case shall the fee be greater than twenty-five dollars (\$25.00) per day per event.

The applicant shall also furnish to the local government advance proof of liability insurance in the amount of at least two million dollars (\$2,000,000) to cover damages that may arise from the solicitation. The insurance coverage must provide coverage for claims against any solicitor and agree to hold the local government harmless.

A local government, by acting under this section, does not waive, or limit, any immunity or create any new liability for the local government. The issuance of an authorization under this section and the conducting of the solicitation authorized are not considered governmental functions of the local government.

In the event the solicitation event or the solicitors shall create a nuisance, delay traffic, create threatening or hostile situations, any law enforcement officer with proper jurisdiction may order the solicitations to cease. Any individual failing to follow a law enforcement officer's lawful order to cease solicitation shall be guilty of a Class 2 misdemeanor. (1937, c. 407, s. 136; 1965, c. 673; 1973, c. 507, s. 5; c. 1330, s. 39; 1977, c. 464, s. 34; 2005-310, s. 1; 2006-250, ss. 7(a), 7(b); 2008-223, s. 1.)

**§ 160A-179. Regulation of begging.**

A city may by ordinance prohibit or regulate begging or otherwise canvassing the public for contributions for the private benefit of the solicitor or any other person. (1971, c. 698, s. 1.)

**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR,  
NORTH CAROLINA, AMENDING APPENDIX A OF THE  
LENOIR CITY CODE RELATED TO REQUIRED PARKING  
RATIOS, PROVIDING FOR SEVERABILITY, CODIFICATION,  
AND AN EFFECTIVE DATE.**

**Whereas**, the Lenoir Comprehensive Plan contains policies and strategies that call for the adoption of sensible, straightforward zoning standards and a reduction in required parking spaces in order to prevent uninterrupted “seas” of asphalt; and

**Whereas**, the Lenoir Zoning Ordinance currently requires relatively high parking ratios for many non-residential uses, in particular retail, restaurant, and service uses; and

**Whereas**, the Lenoir Comprehensive Plan and Section 714 of the Lenoir Zoning Ordinance encourage development patterns that bring development, rather than parking, closer to the street, which offers a more pedestrian-friendly environment; and

**Whereas**, one way to increase the redevelopment potential of existing shopping centers and to create the kind of land use patterns encouraged by the Lenoir Comprehensive Plan is to develop underutilized parking areas into outparcel developments, which is only possible when the overall development can still meet the minimum required parking ratio; and

**Whereas**, parking is dictated largely by market demand, and the cost of providing parking in excess of what the market demands increases the cost of development; and

**Whereas**, the Lenoir Planning Board finds and declares that this ordinance and these amendments consistent with the City’s adopted Comprehensive Plan; and

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

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

**SECTION 1. Appendix A, Article X of the Code of Ordinances, City of Lenoir, North Carolina, “Off-Street Parking and Loading Requirements” is hereby amended to read as follows:**

\*\*\*\*

**TABLE OF MINIMUM PARKING REQUIREMENTS**

Where parking ratios are based on ratios per 1,000 sq. ft. of gross floor area, all partial parking spaces of .4 or less will be rounded down and all partial parking spaces of .5 or greater will be rounded up to the next nearest whole number to determine the minimum number of parking spaces required for the particular use or development.

TYPE OF USE	OFF-STREET PARKING REQUIRED
Multifamily Residential** (elderly and handicapped units)	1 space per dwelling unit
Multifamily Residential (non-elderly)	2 spaces per dwelling unit
Manufactured Home Park	2 spaces per manufactured home space
Automobile Service Stations	3 spaces for each grease or wash rack and <u>1-3</u> parking spaces for each <del>200-1,000</del> square feet of gross floor area
Bank or Savings & Loan	<u>1-3</u> space for each <del>150-1,000</del> square feet gross floor area <u>plus stacking space for 5 vehicles at each drive-through window (including the car being served)(1)</u>
Business and Professional Offices	<u>1-3</u> spaces for each <del>250-1,000</del> square feet gross floor area
Cultural and Community Facility	<u>1-3</u> spaces for each <del>150-1,000</del> square feet gross floor area
Doctors and Dentists Offices	<u>1-3</u> spaces per <del>250-1,000</del> square feet gross floor area
Educational Facility Elementary or Junior High School* Senior High School or College*	1 space for each 20 students plus one bus space per 100 students for students 1 space for each 4 students plus 1 space for each 100 students plus 1 space for each 15 students for staff
Funeral Home	1 space for each 3 seats in the chapel or parlor or <u>1-3</u> spaces for each <del>200-1,000</del> square feet of gross floor area, whichever is greater
Group Care Facility * (Nursing Homes, Rest Homes, etc.)	1 space for each 3 patient beds
Hospital *	2 spaces for each patient bed
Hotel	1 parking space for each room to be rented
Manufacturing	1 space for each 2 employees at maximum employment on a single shift, plus sufficient parking space for each company vehicle, plus <u>1-3</u> spaces for each <del>200-1,000</del> square feet of sales and service area
Parking Facilities	
Tennis court	2 spaces per court
Ball field	1 space per 5 seats in stand

Religious Complexes	1 space for each 3 seats in principal assembly room
Restaurants * (no <del>ear-served</del> drive-through)	1 space for each 3 seats
Restaurants (walk-up or <del>ear-served</del> drive-through)	<del>1 space for each 30 square feet gross floor area</del> 1 space for each 3 seats plus stacking space for 5 vehicles at each drive-through window (including the car being served) (1)
Retail Business	<del>1-3 spaces</del> for each <del>250-1,000</del> square feet of gross floor area
Service and Repair Establishment	<del>1-3 spaces</del> for each <del>250-1,000</del> square feet of floor area not used for storage
Warehouse	<del>1-3 spaces</del> for each <del>200-1,000</del> square feet of sales and office area and 1 space for each 2 employees at maximum employment
* Based on Design Capacity	
** Units designated for occupancy by persons over 60 years of age or handicapped or disabled. Such designations shall be made by a public agency (such as Lenoir Housing Authority, HUD, Farmers Home Administration) for subsidized apartments or by the private developer in a form prescribed by the Planning Department which would be attached to and made a part of the Certificate of Occupancy.	
(1) <u>Stacking spaces must be (a) a minimum of 9 ft. in width, as measured from any service window to the outside edge of the driveway, and 18 ft. in length; (b) placed in a single or double line behind the drive through window; and (c) located so that, when in use, they do not obstruct ingress/egress to the site and do not obstruct access to required parking or loading spaces.</u>	

**SECTION 2. SEVERABILITY.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 3. CODIFICATION.** The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

**SECTION 4. EFFECTIVE DATE.** This ordinance takes effect upon adoption.

**DONE, THE PUBLIC NOTICE,** in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_ and this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE**, by an affirmative vote of the a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Mayor/Mayor Pro Tempore

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

\_\_\_\_\_  
City Clerk

**\*\*[Remainder of page intentionally left blank.]\*\***

NORTH CAROLINA

AMENDMENT TO  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

CALDWELL COUNTY

That December 4, 2012, Economic Development Incentive Agreement (“the Agreement”) entered into by and between the CITY OF LENOIR (“City”) and WOODGRAIN MILLWORK, INC. (“Company”), is, by consent of the parties, hereby amended as follows:

1. Paragraph 1 if the Agreement is stricken, and the following paragraph is substituted as follows:

*Subject to the terms and conditions set forth below, City will annually pay to Company an annual economic incentive grant for a period of five (5) consecutive years, beginning with a calendar year 2015, and continuing through 2019. The five annual grants shall each respectively be in amounts equal to seventy-five percent (75%) of the ad valorem taxes paid by Company to City which are attributable to Company’s additions to ad valorem tax base due to improvements to the said manufacturing facility and/or the addition of equipment and machinery at the manufacturing facility after the date of this Agreement. The increase in assessed real estate values will be determined by comparison to the assessed values of Company’s facility as of the January 1, 2013 general reappraisal. In determining the increase in tax values of equipment and machinery, the assessed value of any equipment and machinery acquired by Company directly or indirectly from the former owner of the facility, or from any affiliate or creditor of the former owner, and which was actually located at the facility while owned by the former owner, will be excluded.*

2. Except as amended as above-stated, all of the other terms of the Agreement shall remain in full force and effect between the parties.

3. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers as a donation or a lending of the credit of the City within the meaning of the State constitution. This Agreement shall not directly or indirectly or contingently obligate the City to make any payments beyond those appropriated in their sole discretion, respectively, for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source or the

City's monies, nor shall any provision of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future City governing body. To the extent of any conflict between this paragraph and any other provision of this Agreement, this paragraph shall take priority.

4. Company's interest in this Agreement is not assignable without the prior express written consent of City, which may be given or withheld in its sole discretion.

5. (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

- (1) If to Company, to Steve Atkinson, Treasurer, Post Office Box 566, 300 Northwest 16<sup>th</sup> Street, Fruitland, Idaho 83619-0566;
- (2) If to City, to City Manager, City of Lenoir, Post Office Box 958, Lenoir, North Carolina 28645, and to Director, Economic Development Commission of Caldwell County, Post Office Box 2888, Lenoir, North Carolina 28645;

(c) Any communications hereunder sent to a party shall also be sent to all other parties.

(d) Any addressee may designate additional or different addresses for communications by notice given under this paragraph to each of the others.

6. If any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. This Agreement constitutes the entire agreement between the parties, and this Agreement shall not be modified except in writing signed by both parties.

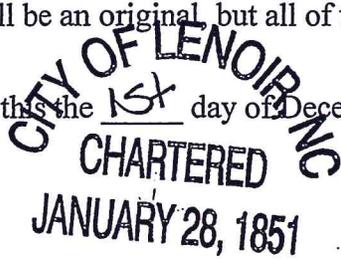
8. No official, agent or employee of the City shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

9. Company represents that this Agreement, and the execution of this Agreement by its officer as indicated below, has been approved in the manner required by its articles of incorporation, by-laws, any shareholder agreement, and the applicable laws of its jurisdiction of incorporation, and that when duly executed and delivered as indicated below, this Agreement will constitute a valid and binding contract as to Company.

10. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Caldwell County, North Carolina.

11. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

Adopted this the 1st day of December, 2015.



SEAL

SEAL

ATTEST:

Shirley M. Cannon  
Shirley M. Cannon, City Clerk

CITY OF LENOIR

By: \_\_\_\_\_

Joseph L. Gibbons  
Joseph L. Gibbons, Mayor

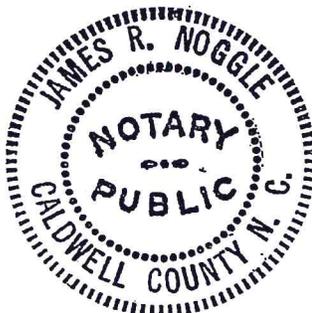
WOODGRAIN MILLWORK, INC.

By: \_\_\_\_\_

Steven J. Atkinson, Treasurer

NORTH CAROLINA, Caldwell County.

I, James R. Noggle, a Notary Public of the County and State aforesaid, certify that Shirley M. Cannon personally came before me this day and acknowledged that she is City Clerk of the City of Lenoir, and that by authority duly given and as the act of the City of Lenoir, the foregoing instrument was signed in its Mayor, sealed with its seal and attest by her as its City Clerk. Witness my hand and official stamp or seal, this 2nd day of December, 2015.



James R. Noggle  
Notary Public Signature

James R. Noggle  
Notary Public Printed Name

My commission expires: May 25, 2017

State of \_\_\_\_\_, \_\_\_\_\_ County.

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Steven J. Atkinson personally came before me this day and acknowledged that he is Treasurer of **WOODGRAIN MILLWORK, INC.**, an Oregon corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Treasurer. Witness my hand and official stamp or seal, \_\_\_\_\_ day of \_\_\_\_\_, **2015**.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

My commission expires: \_\_\_\_\_

**COMMITTEE OF THE WHOLE  
CITY HALL, THIRD FLOOR  
TUESDAY, NOVEMBER 24, 2015  
8:30 A.M.**

PRESENT: Mayor Pro-Tem Rohr presiding. Committee members Gibbons, Edmisten, Perdue, Perkins, Stevens, Thomas and Willis.

Staff present was City Manager Hildebran, City Clerk Cannon, Communications/ Resource Director Reynolds, Economic Development Director Horn, Police Chief Brown, Recreation Director Winkler, Planning Director Wheelock, Public Utilities Director Thomas, Fire Chief Briscoe, Taylor Gupton and Zack Clark, Planning.

OTHERS: Kara Fohner, *News-Topic*.

ABSENT: Assistant City Manager Gilbert and Public Works Director Beck.

I. CALL TO ORDER

A. Mayor Pro-Tem Rohr welcomed everyone and called the meeting to order.

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

A. Public Utilities/Public Works

1. Update: Public Utilities Director Thomas presented a report on the following items:
  - Gunpowder Creek Wastewater Treatment Plant Improvements – project may be completed by December and a final inspection will be done. A tour of the facility will be scheduled at a later date.
  - Meadowood Sewer Line Replacement Project – project has been delayed due to the recent rainfall.
  - Public Water Fountains – discussion has been held regarding installing several public water fountains next spring in the downtown area in order to better serve the public during downtown events.
  - Water Treatment Plant Improvements – formal bids will be solicited next summer for this project which will be completed in late 2017. Following a brief discussion regarding security at the water plant, it was noted the raw water intake was placed very deep in the water which makes it more secure and the plant has emergency protocols in place.
  - Update; Brownfields – the grant application is due December 18 and they are in the final stages of compiling cost information for a Phase I and Phase II environmental assessment.

2. Update; Public Works: City Manager Hildebran reported on the following items:
  - Smith Crossroads Expansion Project – bids will be solicited in the next several weeks and Staff's recommendation will be presented at the January 20 City Council meeting for consideration of approval.
  - Powell Road Realignment – Lower Creek Baptist Church is almost finished relocating the retaining wall and commended City Staff for all their hard work. A brief discussion was held regarding the Greenway.

#### IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority met on Tuesday, November 17. Minutes of the meeting were presented as information.

Communication Director Reynolds reported the Board was in consensus to contract with a local photographer to take photographs and video that may be used on the website. If the process goes well, the Board will consider contracting with photographers on an ongoing basis.

In addition, Director Reynolds reported they are currently working on forming a sub-committee of the Lenoir Tourism Development Authority to assist the Retire NC Board with marketing the City. Ms. Reynolds stated she recently attended the American Association of Retirement Communities Conference held in Charleston and noted topics of the conference was to make communities attractive for all ages, along with economic development and tourism.

- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Tuesday, October 13 and Tuesday, November 10. Minutes of the October 13 meeting were presented as information.

Director Horn referred to the current housing issues in Lenoir and informed Council a copy of the 2016 Economic Action Plan and a copy of the draft June 2015 Economic Action Plan is attached to the minutes as information. Ms. Horn also reported a meeting is scheduled with David Maurer, Maurer Architecture, on Wednesday, December 2 at 2:00 p.m. at City Hall to review the downtown historic buildings and discuss NC Rehab Code and on Thursday, December 3 at 8:30 a.m. in Wilkesboro to discuss the 2015 Building Code and NC Rehab Code.

- C. Sister Cities Committee: The Sister Cities Committee met on Thursday, October 8 and Thursday, November 12. Minutes of the October 8 meeting were as submitted as information. Director Horn mentioned the Committee has changed its meeting time to the second Thursday of each month at 1:30 p.m. and reported the representative from Sister Cities International is still seeking a good match for the City of Lenoir. In addition, she reviewed the holiday schedule of upcoming Christmas events throughout the month of December.

D. Parks & Recreation Advisory Board: Director Winkler reported on the following items:

- 280 youth have signed up for basketball and there are 34 teams. 40 youth signed up for the wrestling program.
- Parade entries are going well.
- Attendance has decreased for the indoor Fabulous Film nights held at the LHS Auditorium. The movie, Polar Express, will be shown on Saturday, December 12 at 7:00 p.m. with free pizza, soft drinks and popcorn available for the first 100 movie goers. All children are encouraged to wear pajamas in order to be eligible for a raffle drawing.
- Currently waiting on an additional bid for the demolition of the J.E. Broyhill Park.

1. Parks and Recreation Trust Fund Grant Application; Proposed Improvements to Optimist Park: Director Winkler stated the City would be taking ownership of Optimist Park on December 1, 2015. He presented cost information to include this additional facility as part of the Mulberry facility along with a map outlining the park's 12.15 acres. (A copy of the cost estimates and map are attached to these minutes as information.)

Director Winkler explained that, by adding this addition into their existing Parks and Recreation Master Plan, the Department would earn points should they apply for a Parks and Recreation Trust Fund Grant (PARTF) in the future. He pointed out the cost of improvements would already be included in the Department's Capital Improvements Project (CIP) as well.

Director Winkler further reported the goal is to tie the two facilities together in order to use the PARTF funding at both facilities. He noted the property is appraised at \$227,200 and is being donated to the City. Director Winkler related the City could use the appraisal value as its match for the PARTF funding upon approval. He also stated there is an eighteen month window to apply to use this funding.

Discussion centered on parking issues and Director Winkler explained that the existing road would be blocked off in order to use one side for the Greenway and a bike trail. A parking lot would also have to be built to accommodate visitors. He commended the Building Maintenance Staff for all their hard work in renovating the existing maintenance building and moving the Department's recreational equipment into it.

Director Winkler explained the CIP listing was just a guideline for Council to go by and he prefers the \$725,000 cost to be pushed out to future years. He emphasized the figures were for planning purposes and commented that a lot of the current projects on the CIP list were already completed.

Upon a motion by Councilmember Willis, Council voted 6 to 1 to approve adding the Lenoir Optimist Park property into the Parks and Recreation

Master Plan for the purpose of applying for a future Parks and Recreation Trust Fund grant. Mayor Pro-Tem Rohr voted against this motion.

E. Planning Board: The Planning Board met on Monday, November 16. Director Wheelock presented the following items:

- The Planning Board is reviewing the City's current sign code ordinance. Additional information/recommendations will be submitted in early 2016.
- A public hearing will be held on Tuesday, December 1 to consider amending the Charter Code of Ordinances as related to required parking ratios.

\*Note: Councilmember Perdue left the meeting at 9:50 a.m.

1. Funding Request; Caldwell County Pathways: Taylor Gupton, Planning Department, presented a request from Caldwell County Pathways for the Over Mountain Victory Trail Project to hire a Trail Developer to extend the trail from the trestle bridge near Google south to the County line. She stated the Trail Developer would be engaged for a minimum of eighteen months; a period that includes two grant cycles. In addition, Ms. Gupton reported that, to serve as the Trail Developer, Caldwell County Pathways wishes to extend its contract with Destination by Design, the consulting firm that successfully led efforts to develop the Over Mountain Victory Trail Master Plan.

Ms. Gupton noted the cost of the comprehensive project is \$72,000 over the next eighteen months and asked Council to consider committing \$24,000 to this project with one payment of \$12,000 to be paid in January 2016, and a second payment of \$12,000 to be paid after July 1, 2016. Ms. Gupton pointed out Caldwell County and the Town of Gamewell will also be asked to contribute \$24,000 each for this project. This item will be placed on the December 1 City Council Agenda for consideration of approval by City Council.

2. Presentation; Current Housing Issues: Director Wheelock presented a brief power point presentation putting future housing needs in perspective. Director Wheelock commented the U.S. population will grow by 31% between 2010-2040 and reviewed how housing will look different in the future. Ms. Wheelock also reported 80% growth will be households without children and 40% growth will be single households. She further reported that demand for large lot homes will decline and 50% will be small lot homes.

Director Wheelock referred to the North Main Street Area Plan, Fairfield South Small Area Plan, Gateway Beautification, and Rail Trail and reviewed photos depicting how each of these areas represents a shared vision for the future. (A copy of the power point presentation is on file in the Planning Department.)

3. Update; Strategic Foreclosures: Director Wheelock presented a list of six (6) properties for Council's consideration to proceed with the tax foreclosure process. The properties are as follows:
  - a) 701 Conley Place (total tax value \$28,000, total taxes owed \$3,740.88)
  - b) 411 Main Street (total tax value \$42,600, total taxes owed \$6,534.05)
  - c) 1353 Fairview (total tax value \$21,100, taxes owed \$7,019.24)
  - d) 502 Mulberry Street (total tax value, \$83,100, total taxes owed \$13,801.67)
  - e) 1408 Walt Arney Road (total tax value \$47,800, total taxes owed \$7,576.10)
  - f) 823 Connelly Springs Road (total tax value \$33,800, total taxes owed \$4,574.81)

Director Wheelock stated that 701 Conley Place is ranked as number one on the Minimum Housing Priority List and further mentioned that different individuals were interested in purchasing each of the properties listed above.

Upon a motion by Councilmember Willis, Council voted 6 to 0 to approve Staff's recommendation to begin the tax foreclosure process on the six properties (a through f) as listed and described above.

4. Nuisance Declaration Ordinance; 1201 Steel Street: Director Wheelock stated that Staff recommends that Council call for a public hearing to be held on Tuesday, January 5, 2016 to consider adoption of an ordinance declaring the building located at 1201 Steel Street as a danger to the general public. Note: This item will be placed on the December 1 City Council Agenda for consideration by Council.

#### F. Finance & Administration

1. FY2014-15 Financial Update: A financial summary as of October 31, 2015 was submitted to Council. The General Fund has a balance of \$6,817,970 with 87% of the budgeted tax collection being collected. The sales tax revenue has a balance of \$884,359, Water & Sewer Fund \$281,514 and the Downtown District Revenues/Expenditures Over (Under) are (\$30,943.)
2. Paperless Agenda Packets: City Manager Hildebran presented cost information regarding Staff's time to prepare paper packets along with four options for Council to consider. Following a brief discussion, Council was in consensus to go with Option #4 which is to provide each Councilmember with a one-time stipend of \$750.00 to purchase a Wi-Fi capable product of their choice for utilization of paperless agenda packets. Mr. Hildebran noted it may take several months to implement this process.
3. Amendment, Incentive Agreement; Woodgrain Millwork: City Manager Hildebran informed Council that a public hearing is planned to be held on Tuesday, December 1 to consider amending the terms of the current Economic Incentive Agreement with Woodgrain Millwork, for the five-year property tax abatement

period to begin with the 2015 tax year instead of 2013. City Council was in consensus to schedule a public hearing for this item.

#### G. Public Safety

1. Update; Police Department: Police Chief Brown reported on the following items:
  - a) Operation Holiday Shield – Staff will be using additional resources and be highly visible in order to keep everyone safe.
  - b) Click It or Ticket It Campaign – will continue through the Thanksgiving holiday.
  - c) Community Grant – due to the increase in community crime, the Department will be using portable systems with cameras in different areas. The cost is \$7,600 per unit and they will be purchased with grant funding.
2. Update; Fire Department: Fire Chief Briscoe reported the Department will be burning a brush pile on College Avenue and Virginia Street (Brownfields site) sometime in December. He warned everyone the fire may generate heavy smoke in the area.

In addition, Chief Briscoe reported that Smoke Detectors and Carbon Monoxide Detectors are available free for the general public and encouraged all citizens that need one to call the Fire Department to have one installed.

#### V. OTHER

- A. December Calendar: By consensus of the Council, the calendar for the month of December was approved by Council with various meetings and events.

#### VI. Adjourn:

There being no further business, the meeting was adjourned at 11:10 a.m.

#### Attachments

Optimist Park Map & CIP Cost Estimates

City of Lenoir

Lenoir Parks and Recreation Master Plan

Additional Facility added to the CIP for the Parks and Recreation Master Plan

Lenoir Optimist Park (Mulberry Addition)

Facilities	Cost	Fiscal Years					
		2016/17	2017/18	2018/19	2019/20	2020/21	2021/25
Restroom Facilities	\$30,000	\$30,000					
2 Picnic Shelters	\$20,000	\$20,000					
Parking Lot	\$70,000	\$70,000					
New Ball Field Renovations/ lights/Fencing	\$115,000	\$115,000					
Playground Equipment	\$50,000	\$50,000					
Tennis Court tiles	\$20,000	\$20,000					
Picnic Tables/ trash receptacles	\$15,000	\$15,000					
Shade Structures (fans/dugouts)	\$27,000	\$27,000					
Paved multi-use pathway	\$35,000	\$35,000					
Renovations to existing Field	\$15,000				\$15,000		
Greenway additions	\$50,000		\$50,000				
Concession building updates	\$5,000				\$5,000		
Scores building and bathrooms updates	\$5,500				\$5,500		
Maintenance and field equipment	\$35,000		\$35,000				
Existing Ball Field New Lighting	\$85,000		\$85,000				
Clubhouse renovations	\$30,000				\$30,000		
Maintenance building updates	\$10,000				\$10,000		
Irrigation systems for fields	\$8,000	\$8,000					
Finish Lights at Mulberry Fields	\$80,000	\$80,000					
<b>Sub-Total</b>	<b>\$705,500</b>	<b>\$470,000</b>	<b>\$170,000</b>		<b>\$65,500</b>		

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

**I. Agenda Item:**

Approve 2016-2017 Audit contract

**II. Background Information:**

2016-2017 Audit contract with S. Eric Bowman for \$29,300

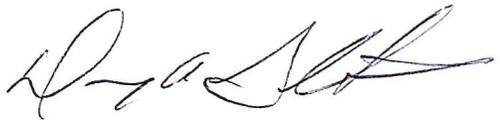
**III. Staff Recommendation:**

Approve as requested.

**IV. Reviewed By:**

City Attorney:

Assistant City Manager/Finance Director:



Public Works/Public Utilities Director:

CONTRACT TO AUDIT ACCOUNTS

Of CITY OF LENOIR
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 9TH day of DECEMBER, 2015,

Auditor: S. ERIC BOWMAN, PA Auditor Mailing Address: PO BOX 1476

MORGANTON, NC 28680

Hereinafter referred to as The Auditor

and CITY COUNCIL (Governing Board(s)) of CITY OF LENOIR (Primary Government)

and : hereinafter referred to as the Governmental Unit(s), agree as follows: (Discretely Presented Component Unit)

- 1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2015, and ending JUNE 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

- 3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government

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Governmental Unit

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Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

## Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <http://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slglfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

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Governmental Unit

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Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

#### ENGAGEMENT LETTER ATTACHED

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

*SIGNATURE PAGES FOLLOW*

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

CITY OF LENOIR - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit \$ 29,300

Preparation of the annual financial Statements N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 21,975

**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

S. ERIC BOWMAN, PA

Name of Audit Firm

By S. ERIC BOWMAN

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date

sericbowmanpa@bellsouth.net

Email Address of Audit Firm

Governmental Unit Signatures:

CITY OF LENOIR

Name of Primary Government

By JOE L. GIBBONS - MAYOR

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

CITY OF LENOIR

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By DANNY GILBERT

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate **must be dated.**)

dgilbert@ci.lenoir.nc.us

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

**I. Agenda Item:**

**Award equipment financing package to First Citizens Bank**

**II. Background Information:**

**2015-2016 Budget had \$1,372,000 for Financed Equipment. See attached for bids proposals.**

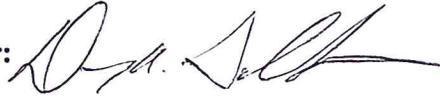
**III. Staff Recommendation:**

**Approve as requested.**

**IV. Reviewed By:**

**City Attorney:**

**Assistant City Manager/Finance Director:**



**Public Works/Public Utilities Director:**

CITY OF LENOIR  
2015-2016 EQUIPMENT FINANCING PROPOSALS

<u>BANK (INTEREST RATES)</u>	<u>FOUR-YEAR INTEREST \$1,372,000</u>	<u>BANK FEES</u>	<u>TOTAL COST</u>
First Citizens (1.47%)	\$43,020.48	\$0.00	\$43,020.48
BB&T (1.53%)	\$45,032.80	\$0.00	\$45,032.80
Regions Bank (1.7555%)	\$51,741.89	\$1.00	\$51,742.89
Wells Fargo (1.798%)	\$55,136.83	\$1.00	\$55,137.83
Suntrust (2.43%)	\$71,919.21	\$350.00	\$72,269.21



# January 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 City Offices Closed in Observance of New Year's Day!	2 Curbside Leaf Pickup Ends
3	4 Curbside Christmas Tree Pickup Begins	5 6:00 p.m. City Council	6 9:00 a.m. Staff Mtg.	7 3:00 p.m. Lenoir Tourism Development Authority	8 Curbside Christmas Tree Pickup Ends	9
10	11 11:45 a.m. City/County Services Committee	12 8:00 a.m. EDC Board 6:00 p.m. Lenoir Business Adv. Board	13	14 1:15 p.m. Sister Cities Committee	15	16
17	18 City Offices Closed in Observance of Martin Luther King, Jr. Day!	19 6:00 p.m City Council	20 9:00 a.m. Staff Mtg.	21	22	23
24	25 5:30 p.m. Planning Board	26 8:30 a.m. Committee of the Whole	27 Noon - Foothills Regional Airport Authority	28	29 8:00 a.m. Strategic Planning Retreat (Room 7-Library)	30
31		<b>Notes for February</b>				

City of Lenoir  
P.O. Box 958  
Lenoir, N.C. 28645  
www.cityoflenoir.com  
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor  
Scott E. Hildebran, City Manager  
Shirley M. Cannon, City Clerk

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

**I. Agenda Item:**

Reappointment to the Fire Department Relief Fund Board

**II. Background Information:**

The purpose of this Board is to manage a small supplemental pension fund entirely by Fire Department personnel.

**III. Staff Recommendation:**

The Staff recommends that Danny Gilbert remain on this Board, elected by Lenoir City Council.

**Adopt as submitted.**

**IV. Reviewed By:**

**City Attorney:**

**City Manager:**

**Fire Chief:**

A handwritten signature in black ink, appearing to read "K. P. ...", is written over the "Fire Chief:" label.