AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, October 20, 2026 | 6:00 PM

I. Call to Order

A. Moment of Silence & Pledge of Allegiance

II. Matters Scheduled for Public Hearings

III. Consent Agenda Items

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, October 6, 2026, as submitted.

B. Approval Capital Project Ordinance to close out the Vehicular Wayfinding Signs project; The City of Lenoir contracted with Destination by Design to provide design, bid administration, and construction oversight for the Lenoir Vehicular Wayfinding Sign Project. The project included the manufacturing and installation of 53 wayfinding signs at designated locations along public streets and corridors to assist motorists in locating City amenities. This project was complete as of August 2026 with total expenditures of $627,229.62. The project was completed under budget, with total expenditures coming in $2,270.38 below the approved budget. The final project budget and expenditures are included in the packet. Staff recommends approval of the request, as submitted.

C. Approval Capital Project Ordinance close out 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. In October 2022, the City of Lenoir received a Parks and Recreation Trust Fund (PARTF) grant for the Lenoir Aquatic and Fitness Center (LAFC) Project. The project included renovations to the LAFC, replacement of the pool slide, and construction of a splash pad and shelters at the Soccer Complex. In August 2025, the project budget was revised to account for change orders and additional work, increasing the total project budget to $1,360,085. The project was completed in October 2026 within the approved budget. The final project budget and expenditures are included in the packet. Staff recommends approval of the request, as submitted.

D. Budget Amendment, State Appropriated Law Enforcement Officer Bonus Session Law 2026-41. Session Law 2026-41 section 41.3 directs the State Bureau of Investigation to award local law enforcement officers with a lump sum compensation bonus in the amount of $1,750. To be eligible for the bonus, officers must be sworn, employed as a law enforcement officer as of June 30, 2026, and be either employed full-time or permanent part-time. Additional State funding is provided to cover the cost of the City's share of FICA payroll taxes related to the bonuses. The total amount of State funding provided equates to $1,883.88 per FTE. Applying the criteria for eligibility, the City has determined 53 FTEs are eligible for the bonus. Legislation requires the bonus to

be paid separately from the employee's regular salary, and payable as close as practicable to October 15, 2026. Staff is requesting an appropriation of $99,845.64 (53 x $1,883.88) to process the LEO state-funded bonuses, as submitted. No City funding is required for the bonuses.

E. Approval Right of Way Acceptance of Dedication for Crestline Place; Dutch Bros Inc. is in development for the site located northeast of the intersection at Blowing Rock Blvd (US-321) and Crestline Place. In an abundance of caution based on community feedback, the development group will expand Crestline Place to allow for a 12' wide right-turn lane onto Blowing Rock Blvd. The attached site plan has been reviewed by the Public Works Director for compliance with right-of-way widths and paving design, in accordance with Chapter 18 of the Lenoir City Code and NCDOT has issued the encroachment agreement. Staff recommends approval of the request, as submitted.

IV. Requests and Petitions of Citizens

V. Reports and Boards and Commissions

VI. Reports and Recommendations of the City Manager

A. Items of Information

1. The Committee of the Whole will meet on Tuesday, October 27, at 8:30 a.m. at City Hall, Third Floor.
2. The Foothills Regional Airport Authority will meet on Wednesday, October 28, at noon.
3. The Downtown Spooktacular event will be held on Friday, October 30, from 4:00 p.m. to 6:00 p.m. in Downtown Lenoir.
4. The Fall Festival will be held on Friday, October 30, from 4:00 p.m. to 7:00 p.m. at the Martin Luther King Jr. Center.
5. Friday Night Live concert featuring News @ 11 will be held Friday, October 30, from 5:30 p.m. to 8:30 p.m. at the Downtown Lenoir Stage.

VII. Reports and Recommendations of the City Attorney

VIII. Reports and Recommendations of the Mayor

A. Board Appointment: Mayor Gibbons will recommend Leah Hamilton to be appointed to the Planning Board (2029 Unexpired). This appointment was announced at the October 6 City Council meeting.

IX. Reports and Recommendations of Council Member

X. Adjournment

City Council
Meeting Minutes
Tuesday, October 6, 2026
6:00 PM

Present: Mayor Joe Gibbons presiding. Mayor Pro-Tem Ike Perkins, Councilmembers present were Rebecca Dellinger, Kimmie Rogers, David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Lauren Hartley, and Attorney Timothy Rohr.

City Staff: In attendance were Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church, and Economic Development Main Street Director Brenda Floyd.

Absent Councilmembers Jonathan Beal, Ralph Prestwood, and Communication & Public Information Director Joshua Harris.

I. Call to Order

A. Mayor Gibbons asked for thoughts and prayers for Councilmember Beal and his family, as his parents Judge Beal and Judy Beal were in a tragic car accident.

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

B. Mayor Gibbons recognized the West Caldwell High School Navy Junior Reserve Officer Training Corps (NJROTC) Color Guard, sponsored by The American Legion, Dysart Kendal, Post 29, who won first place for the fourth consecutive year at the American Legion National Color Guard Competition.

Mayor Gibbons said congratulations to the NJROTC and thanked them for representing Caldwell County.

II. Matters Scheduled for Public Hearings

A. A second public hearing was held for the Community Development Block Grant Disaster Recovery (CDBG-DR) $1,357,984.54 grant request to be submitted to the North Carolina Department of Commerce. This project will replace the damaged Arrowood Street SE Bridge.

Mayor Gibbons opened the public hearing and asked Western Piedmont Council of Governments Community and Economic Development Manager, Kyle Case to speak about the proposed item.

Kyle Case said this public hearing is to discuss the Community Development Block Grant Disaster Recovery (CDBG-DR) project to replace the Arrowood Street SE Bridge that enters into Hibriten High School and William Lenoir

Middle School. It was recently downgraded from a load capacity of 40 tons to 4 tons, partly due to the impacts of Hurricane Helene. Western Piedmont Council of Governments worked with city staff on the project budget.

Case said all CDBG applications require two public hearings; this is the second. The application has been submitted to meet the September 16 deadline, it is allowed to hold the second hearing post submission appending approval of the board. The authorizing resolution is also in the packet for council approval.

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing. With none, Mayor Gibbons closed the public hearing.

Upon a motion by Councilmember Thomas, City Council voted 5 to 0 to approve the resolution for the Community Development Block Grant Disaster Recovery (CDBG-DR) project for the Arrowood Street SE Bridge, as presented.

B. A second public hearing was held for the Community Development Block Grant Disaster Recovery (CDBG-DR) $4,491,520 Water Treatment Plant Generator grant request to be submitted to the North Carolina Department of Commerce. This project will install a new primary backup generator at the George L. Bernhardt (Lake Rhodhiss) Water Treatment Plant. The plant provides water service to more than 25,000 water customers in Caldwell County.

Mayor Gibbons opened the public hearing and asked Western Piedmont Council of Governments Community and Economic Development Manager, Kyle Case to speak about the proposed item.

Kyle Case said this public hearing is to discuss the Community Development Block Grant Disaster Recovery (CDBG-DR) project to install a new primary backup generator at the George L. Bernhardt (Lake Rhodhiss) Water Treatment Plant. The application has been submitted, to meet the September 16 deadline. This project was submitted under a second provision, which was "urgent need" under the disaster recovery funds. The existing generator at the Water Treatment Plant is approximately 20 plus years old and has had some issues. This project would add a second generator. The authorizing resolution is also in the packet for council approval.

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing. With none, Mayor Gibbons closed the public hearing.

Upon a motion by Councilmember Stevens, City Council voted 5 to 0 to approve the resolution for the Community Development Block Grant Disaster Recovery (CDBG-DR) project for the Water Treatment Plant generator, as presented.

III. Consent Agenda Items

Mayor Gibbons presented the following items:

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, September 15, 2026, as submitted.

B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, September 22, 2026, as submitted.

C. Approval Proposed Updates to the Western Piedmont Council of Governments (WPCOG) Charter and Bylaws; Last updated in 2007, the Charter and Bylaws updates serve to increase transparency and clarity for our local governments. The Executive Committee and the Policy Board unanimously approved and recommended these changes. These updates have also been reviewed by WPCOG legal counsel.

D. 2027 City Council Meeting Schedule: Approval of the 2027 City Council Meeting schedule as submitted.

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

IV. Requests and Petitions of Citizens

- Steve Huntley of 914 Southview Place NE stated his concerns about the new contract with the Caldwell County Sheriff's Department and ICE agents.
- Lisa Noblitt of 1041 Warren Place stated her concerns with parking and speed on her street of residence. Mrs. Noblitt asked for a new reflective post and for speed bumps for the street.
    - Mayor Gibbons said city staff will look into her issues.

V. Reports and Boards and Commissions

There was no report from Boards and Commissions.

VI. Reports and Recommendations of the City Manager

City Manager Scott Hildebran presented the following items of information:

A. Items of Information

1. National Night Out will be held on Tuesday, October 6, from 6:00-9:00 p.m.

2. The Lenoir Business Advisory Board will meet on Thursday, October 8 at 6:00 p.m. at City Hall, Third Floor.

3. The City/County Services Committee will meet on Monday, October 12 at noon at the J.E. Broyhill Civic Center.

4. The Economic Development Advisory Committee will meet on Tuesday, October 13 at 8:15 a.m. at the J.E. Broyhill Civic Center.

5. The ABC Board will meet on Tuesday, October 13 at 2:00 p.m.

6. The Parks and Recreation Board will meet on Monday, October 19 at 6:00 p.m. at the Martin Luther King Jr. Center.

7. The Downtown Spooktacular event will be held on Friday, October 30, from 4:00

p.m. to 6:00 p.m. in Downtown Lenoir.

8. The Fall Festival will be held on Friday, October 30, from 4:00 p.m. to 7:00 p.m. at the Martin Luther King Jr. Center.

9. Friday Night Live concert featuring News @ 11 will be held Friday, October 30, from 5:30 p.m. to 8:30 p.m. at the Downtown Lenoir Stage.

B. Items for Decision

1. Approval Parking Lot Agreement Renewal; Public Parking Lot Agreement Renewal between the City of Lenoir, First Baptist Church of Lenoir, and the County of Caldwell for the property located on the north side of Ashe Avenue behind First Baptist Church (owned by First Baptist Church), as submitted. For use of the property, the City and County will share all costs and expenses equally, on a 50/50 basis, up to $16,500.00 toward the costs of certain improvements to the parking area. The lease will become effective upon execution of all parties for a term of 20 years.

Mayor Gibbons and Councilmember Stevens asked to be recused from participation of this item due to being members of First Baptist Church of Lenoir.

Upon a motion by Councilmember Rogers, City Council voted 4 to 0 to recuse Mayor Gibbons and Councilmember Stevens from the discussion and vote of the Public Parking Lot Agreement Renewal.

Mayor Pro-Tem Perkins said that with the recusal in place, the agenda item is opened up for discussion and a motion from the Council.

Upon a motion by Councilmember Thomas, City Council voted 4 to 0 to approve the Public Parking Lot Agreement Renewal between the City of Lenoir, First Baptist Church of Lenoir, and the County of Caldwell for the property located on the north side of Ashe Avenue, as presented.

VII. Reports and Recommendations of the City Attorney

There was no report from the City Attorney.

VIII. Reports and Recommendations of the Mayor

A. Mayor Gibbons recommended Leah Hamilton to be appointed to the Planning Board (2029 Unexpired). This appointment will be placed on the October 20 City Council Agenda.

IX. Reports and Recommendations of Council Member

There was no report from Councilmembers.

X. Adjournment

There being no further business, Mayor Gibbons adjourned the meeting at 6:36 p.m.

Lauren Hartley, City Clerk	Joseph L. Gibbons, Mayor

RESOLUTION OF THE CITY OF LENOIR
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
ARROWOOD STREET SE BRIDGE REPLACEMENT PROJECT

WHEREAS, the Lenoir City Council has previously indicated its desire to assist in community development efforts; and,

WHEREAS, the Lenoir City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low- and moderate-income residents of the Lenoir community; and,

WHEREAS, the Lenoir City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit low-and-moderate income residents through the replacement of the Arrowood Street SE Bridge located between NC-18 and Panther Trail in the City of Lenoir, North Carolina.

WHEREAS, the Lenoir City Council certifies it will meet all federal regulatory and statutory requirements of the Community Development Block Grant Program,

NOW THEREFORE BE IT RESOLVED, BY THE LENOIR CITY COUNCIL:

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with The NC Department of Commerce Division of Community Revitalization (DCR) for approval of a Community Development Block Disaster Recovery Grant for Community Development to benefit low-and-moderate income residents through the replacement of the Arrowood Street SE Bridge located between NC-18 and Panther Trail in the City of Lenoir, North Carolina.

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce Division of Community Revitalization (DCR) may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Lenoir has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 6 day of October, 2026 at Lenoir, North Carolina.

MAYOR

ATTEST:

CITY CLERK

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

RESOLUTION OF THE CITY OF LENOIR
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
GEORGE L. BERNHARDT WATER TREATMENT PLANT GENERATOR PROJECT

WHEREAS, the Lenoir City Council has previously indicated its desire to assist in community development efforts; and,

WHEREAS, the Lenoir City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low- and moderate-income residents and address an urgent need of the Lenoir community; and,

WHEREAS, the Lenoir City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit low-and-moderate income residents and address an urgent need through the construction of a backup generator at the George L. Bernhardt Water Treatment Plant located at 5474 Water Works Road, Granite Falls, NC 28630.

WHEREAS, the Lenoir City Council certifies it will meet all federal regulatory and statutory requirements of the Community Development Block Grant Program,

NOW THEREFORE BE IT RESOLVED, BY THE LENOIR CITY COUNCIL:

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with The NC Department of Commerce Division of Community Revitalization (DCR) for approval of a Community Development Block Disaster Recovery Grant for Community Development to benefit low-and-moderate income residents and address an urgent need through the construction of a backup generator at the George L. Bernhardt Water Treatment Plant located at 5474 Water Works Road, Granite Falls, NC 28630.

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce Division of Community Revitalization (DCR) may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Lenoir has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 6 day of October, 2026 at Lenoir, North Carolina.

MAYOR

ATTEST:

CITY CLERK

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Western Piedmont
Council of Governments

1880 Second Avenue NW | Hickory, 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

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Memorandum

Date: September 23, 2026
To: WPCOG Local Government Managers, Administrators, and Clerks
From: Anthony W. Starr, Executive Director
Subject: WPCOG Charter and Bylaws Updates – ACTION NEEDED BY YOUR BOARD/COUNCIL

The Western Piedmont Council of Governments Policy Board proposes to update the WPCOG Charter and Bylaws. Last updated in 2007, the Charter and Bylaws updates serve to increase transparency and clarity for our local governments. The Executive Committee and the Policy Board unanimously approved and recommended these changes. These updates have also been reviewed by WPCOG legal counsel. The draft Charter and Bylaws are included with this communication for your review.

Summary of Changes

- Adds explicit language regarding the COG's authorization to act as the regional public housing authority (Article VI, Section 1). This was recommended to clarify authority to assist in bonds (no obligation to WPCOG or local governments) for tax advantages for developers of affordable housing projects. Original authorization for the WPCOG to act as a regional public housing authority was given in 1977.
- Changes the vote threshold for action to a simple majority instead of a two-thirds majority. (Article VII, Section 4; Article XI, Section 4). This is consistent with local government voting procedures.
- Eliminates the Treasurer position, while adding another at-large position on the Executive Committee (Article VIII, Sections 1 and 2). This is consistent with common local government structure.
- Eliminates the Secretary position while adding another at-large position on the Executive Committee and add reference to a staff Clerk to the Board (Article VIII, Section 2). This is consistent with common local government structure.
- A reference to the WPCOG finance officer was added. (Article X, Section 3). WPCOG is subject to the NC Local Government Budget and Fiscal Control Act like its municipalities and counties.
- Minor language clarifications that don't impact the intent or structure of a section.

As outlined in the Charter and Bylaws, any modification must be sent to each member government for ratification, with approval by three-fourths of the members of the WPCOG required (21 of the 28 members). Following approval by member governments, a second reading of the changes must be held at the next regular Policy Board meeting, at which time actions of the members will be reported and accepted.

The effective date of the revised Charter and Bylaws would be the second reading of the Policy Board following ratification by the required number of members. The Policy Board intends to give final approval at its November meeting. Please let us know if you have questions or require further information.

We request that our local government's governing boards approve the proposed changes and let us know by Thursday, November 12, 2026.

Executive Committee: Randy Burns, Chair | Larry Yoder, Vice Chair | Larry Chapman, Secretary | George B. Holleman, Treasurer | Joseph L. Gibbons, Past Chair | **At-Large Members:** Mike LaBrose | Cole Setzer | Jill Patton | Chris Jernigan | **Executive Director,** Anthony W. Starr

Serving: Alexander County | Taylorsville | Burke County | Connelly Springs | Drexel | Glen Alpine | Hildebran | Morganton | Rutherford College | Valdese | Caldwell County | Cajah's Mountain | Cedar Rock | Gamewell | Granite Falls | Hudson | Lenoir | Rhodhiss | Sawmills | Catawba County | Brookford | Catawba | Claremont | Conover | Hickory | Long View | Maiden | Newton

CHARTER OF THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

I. Name

The Council shall be called Western Piedmont Council of Governments (WPCOG).

II. Powers, Duties and Functions

The Western Piedmont Council of Governments shall have the following powers:

A) To apply for, accept, receive and dispense funds and grants made available to it by the State of North Carolina or any agency thereof, the United States of America or any agency thereof, any unit of local government (whether or not a member of the Council) and any private civic agency;

B) To employ personnel;

C) To contract with consultants;

D) To contract with the State of North Carolina, any other state, the United States of America, or any agency thereof, for services;

E) To study regional governmental problems, including matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning and regional development;

F) To promote cooperative arrangements and coordinated action among its member governments;

G) To make recommendations for review and action to its member governments and other public agencies which perform functions within the region in which its member governments are located;

H) For the purpose of meeting the council's office space and program needs, to acquire real property by purchase, gift, or otherwise, and to improve that property. The council may pledge real property as security for indebtedness used to finance acquisition of that property or for improvements to that real property, subject to approval by the Local Government Commission as required under North Carolina General Statute 159—153. The council may not exercise the power of eminent domain;

I) Any other powers that are exercised or capable of exercise by its member governments and desirable for dealing with problems of mutual concern to the extent such powers are specifically delegated to it from time to time by resolution of the governing board of each of its member governments which are affected thereby.

J) Any other powers authorized by applicable law and duly conferred upon or delegated to the Council in the manner required by such law.

III. Delegates

Each member government shall appoint a representative of such member government to serve as the official delegate to the Policy Board of the Western Piedmont Council of Governments. An alternate delegate shall also be appointed to serve when the official delegate is unable to attend regular and special Council meetings.

A majority of the appointed representatives must be elected officials. No member government employee shall be eligible to serve as a delegate or alternate delegate.

In addition, the Policy Board shall appoint seven (7) additional delegates to satisfy requirements of the Economic Development Administration (EDA) for board composition.

The term of office, method for filling vacancies, and method of compensation and allowances shall be as set forth in the Council Bylaws.

IV. Financial Support

The Western Piedmont Council of Governments shall receive financial support for its operations and programs as follows:

A) Regular Assessments – The member governments of the Western Piedmont Council of Governments shall fund the Council operations by means of assessments on a per capita basis as determined by the Policy Board of the Council. The per capita share of a member government shall be based on the latest North Carolina Office of State Budget estimates and shall include the population within the geographic area of the member government. Counties shall provide funds per capita after subtracting the populations of member governments within the geography of such county.

B) Special Assessments – The member governments shall fund certain Council operations and programs by means of special assessments as prescribed by law and determined by the Policy Board.

C) State and Federal Grants – The Council shall apply for and receive state and federal grants for programs approved by the Policy Board of the Council.

D) Private and Charitable Contributions – The Council shall apply for and receive and be entitled to receive funds for its operations and programs from charitable and private sources approved by the Policy Board of the Council.

V. Dissolution

A) The Western Piedmont Council of Governments shall be dissolved upon the unanimous vote of all member governments comprising the Council and the adoption of concurrent resolutions of all members of the Western Piedmont Council of Governments setting forth the dissolution and the reason therefore.

B) Any member government may withdraw from the Western Piedmont Council of Governments at the end of any fiscal year by giving at least 60 days' written notice to each of the other members. Withdrawal of a member government shall not dissolve the Council if at least two members remain.

C) Following adoption of concurrent resolutions dissolving the Western Piedmont Council of Governments or following withdrawal of all member governments from the Western Piedmont Council of Governments, the Council shall proceed to liquidate its assets and pay all liabilities within a 12-month period beginning with the date of the adoption of such resolutions or withdrawal of such members. Any assets remaining following the payment of liabilities shall be distributed in cash or in kind to the member governments in such proportions as the Policy Board of the Council may decide. Such distribution shall be made only after a unanimous vote of the members authorizing the distribution.

VI. Amendment

The Charter of the Western Piedmont Council of Governments may be amended upon the adoption of concurrent resolutions by three fourths of the existing members of the Council approving such amendment. A three-fourths majority shall be required to approve amendments to the Charter.

VII. This revised Charter shall be effective upon ratification by the required three-fourths majority of member governments.

This _____ of _____, 2026.

Amended 11/27/90
Amended 2/23/04
Amended 5/22/07
Amended 3/23/2010
Amended _____/2026

BYLAWS OF THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

Article I. Charter

Section 1. Charter Agreement

The Western Piedmont Council of Governments is organized and exists pursuant to concurrent resolutions and amendments thereto adopted by and among the Counties of Alexander, Burke, Caldwell and Catawba; and the municipalities of Brookford, Cajah's Mountain, Catawba, Cedar Rock, Claremont, Connelly Springs, Conover, Drexel, Gamewell, Glen Alpine, Granite Falls, Hickory, Hildebran, Hudson, Lenoir, Long View, Maiden, Morganton, Newton, Rhodhiss, Rutherford College, Sawmills, Taylorsville and Valdese, in accordance with N.C. General Statute 160A-470, et. seq., as amended.

Article II. Creation

Section 1. Name of Council

The name of the regional council of governments hereby created is the "Western Piedmont Council of Governments," hereinafter referred to as the "Council." The address of the Council is 1880 2nd Avenue NW, Hickory, NC 28601.

Section 2. Legal Authority

The Council shall exist and function pursuant to N.C. General Statute 160A-470, et. seq., and other applicable laws governing regional councils of governments and public authorities.

Article III. Definition of Terms

Section 1. Terms

A. Council – the Western Piedmont Council of Governments.

B. Delegate – a representative of a member government appointed to the Policy Board by the participating member government.

C. Appointed Delegate – a minority representative or private citizen appointed to the WPCOG Policy Board by its delegates. It is the goal of the WPCOG, in compliance with the U.S. Economic Development Administration (EDA) regulations, to provide for minority representation and private citizen membership on the WPCOG Policy Board. In order to achieve this goal, seven additional delegates will be appointed by the WPCOG Policy Board who are broadly representative of the principal economic interests of the WPCOG area including the interests of the area's minority and low-income populations. These Appointed Delegates must be private citizens who are neither elected

officials nor employees of a member government. Minority representation will be obtained by working with minority groups and agencies in the area covered by the WPCOG.

D. Member Governments – those local governmental units which are charter members of the Council or approved for membership pursuant to the provisions of these Bylaws.

E. Policy Board – the governing body of the Council comprised of one representative from each member government, known as a delegate, and seven non-elected representatives.

F. Region E – Region E consists of the geographic area of Alexander, Burke, Caldwell and Catawba Counties.

G. Year – fiscal year of July 1 through June 30, unless otherwise defined.

Article IV. Membership

Section 1. Membership

The members of the Council shall be the following governmental units within Region E: Counties of Alexander, Burke, Caldwell and Catawba; and the municipalities of Brookford, Cajah's Mountain, Catawba, Cedar Rock, Claremont, Connelly Springs, Conover, Drexel, Gamewell, Glen Alpine, Granite Falls, Hickory, Hildebran, Hudson, Lenoir, Long View, Maiden, Morganton, Newton, Rhodhiss, Rutherford College, Sawmills, Taylorsville and Valdese, and such other governmental units within as may apply for and be accepted as a member government pursuant to these Bylaws.

Section 2. Application for Membership

A. Any county or municipality within Region E is eligible for membership in the Council. Upon written application, a prospective member shall be subject to the approval of a two-thirds majority of existing members. Such approval shall be given or withheld by each member government through its delegate on the Policy Board of the Council.

B. Following approval, a prospective new member shall adopt a resolution adopting the Charter and Bylaws of the Council, as amended.

C. Following approval, a new member shall appoint a delegate and an alternate delegate to represent it on the Policy Board of the Council.

Section 3. Withdrawal

Any member may withdraw from membership on the Council at the end of any fiscal year provided notice of withdrawal is made to the Policy Board of the Council by a resolution of withdrawal delivered to the Policy Board at least 60 days from the end of any fiscal year. The Council shall continue and exist so long as two or more member governments from Region E remain members of the Council.

Section 4. Dissolution

Dissolution shall take place as set forth in the Charter. Dissolution shall be incomplete until approval of dissolution and liquidation is approved by appropriate state and federal authorities.

Article V. Purpose

Section 1. Purposes

The Council is formed and serves the following purposes:

A. To promote intergovernmental coordination in communications, planning efforts, and common regional problem solving;

B. After survey and analysis, to develop and formalize policy recommendations concerning matters within the jurisdiction of local governments and having regional significance;

C. To provide an expert resource for information and in-the-field assistance in planning for a broad mix of local government services;

D. To help establish and meet regional development goals;

E. To develop and implement policy recommendations concerning local government matters having regional significance;

F. To represent the interests and needs of WPCOG member governments to state and federal agencies;

G. To be the umbrella agency for all policy and administrative coordination for area-wide multi-jurisdictional problems and agencies;

H. To retain enough flexibility in staff time and organizational structure to be able to respond to unforeseen local and regional needs;

I. To identify and respond to potential local or regional threats or opportunities;

J. To be efficient with staff time and resources available to the WPCOG.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with urban and rural problems in a manner which is mutually satisfactory and shall respect the autonomy of all local governments within the region.

Article VI. Powers, Duties, Functions

Section 1. Powers, Duties, Functions

The Western Piedmont Council of Governments shall have those powers set forth in N.C. General Statute 160A-475, as amended, which powers are incorporated herein by reference. In addition, the Council shall have the following powers:

A. To purchase equipment, rent office space, and enter into contracts to the extent that such activities are authorized by budgets or by specific resolutions duly adopted by all participating governmental units and are within the limits of funds appropriated to the Council by the participating governmental units for such purposes;

B. To request and receive contributions of research assistance from its own agencies, private research organizations, civic foundations, institutions of higher learning and other organizations;

C. To act as the official clearinghouse and reviewing agency of the participating governmental units for all programs (federal, state or private) requiring regional review;

D. To adopt such rules and regulations relating to the procedures to be followed by the Council as the said Council shall find to be appropriate;

E. To perform and carry out such other powers, duties and responsibilities as may be authorized by North Carolina law, except insofar as the same may conflict with the provisions of these Bylaws; provided, however, the Council shall have no power to levy any tax or to acquire any property by condemnation;

F. To act as the regional public housing authority, as originally authorized in 1977, with all the associated duties and powers pursuant to federal and state law and regulations including Chapter 157 of the N.C. General Statutes, as amended.

Article VII. Policy Board

Section 1. Governing Body

The governing body of the Council shall be known as the "Policy Board."

Section 2. Number, Term and Composition of Policy Board

The Policy Board shall consist of one delegate from each member government. An alternate delegate from each member shall be selected to attend Policy Board meetings and otherwise act for the delegate in the event the delegate is unable to attend. Each member government shall be entitled to one vote on all matters coming before the Council requiring a vote.

A delegate and an alternate delegate shall be a representative of a member government who shall serve on the Policy Board of the Council at the pleasure of the member government. Such delegates shall serve at the pleasure of such member government until their successors are appointed. The alternate delegate shall attend Council meetings when the delegate is unable to attend.

In addition, there will be seven delegates appointed by the WPCOG Policy Board. Each of these members shall be entitled to one vote on all matters coming before the Council requiring a vote. The term of the appointment shall be for a period of two years and may be renewed at the option of the Board.

Section 3. Vacancies

In the event a delegate or alternate delegate to the Policy Board dies, retires, resigns, or otherwise ceases to serve, the member government shall fill the vacated position with a representative of such member government appointed to serve in the capacity of delegate or alternate delegate, as the case may be.

If this person is an appointed delegate, the Policy Board will appoint another person to meet non-elected or minority requirements.

Section 4. Quorum

A simple majority of the membership of the Council shall constitute a quorum for conducting business. The number required for a quorum shall not be affected by vacancies. A delegate who has withdrawn early from a meeting without being excused by a simple majority vote of the remaining delegates and appointed delegates present shall be counted as present for purposes of determining whether a quorum is present.

The affirmative vote of a simple majority of the delegates and appointed delegates present shall be necessary to act favorably on any matter unless otherwise required in these Bylaws or the Charter.

Section 5. Meetings

A. Regular – The Council shall regularly meet bimonthly on the fourth Tuesday of each month beginning in January of each calendar year at 6:00 pm at member government offices, or other locations in their jurisdictions, on a rotation basis, or such other time or place as the Policy Board may select.

Notice of each regular meeting shall be emailed to delegates, alternate delegates and appointed delegates prior to such meeting at their respective addresses or such other address as a member government may designate.

B. Special – Special meetings may be called by the Board Chair, Vice-Chair, or any five delegates of the Council upon five-day written notice, or two-day written notice if such notice is personally delivered to the delegates, alternate delegates and appointed delegates.

Written notice of special meetings shall contain a brief description of the business to be conducted at such special meeting and be consistent with the provisions of North Carolina law as it pertains to open meetings.

Section 6. Open Meetings

Meetings of the Policy Board, Executive Committee, and any other committee or public body of the Council shall comply with the North Carolina Open Meetings Law, Article 33C of Chapter 143 of the North Carolina General Statutes, to the extent applicable. The schedule of regular meetings will be maintained with the Clerk to the Board of the Council and made available from the Clerk to the Board or from the Executive Director during regular office hours at the normal place of business.

Section 7. Voting

Each member government shall be entitled to one vote on all matters that come before the Council requiring a vote. The vote may be cast by the delegate or alternate delegate of each member government.

Each appointed delegate shall also be entitled to one vote on all matters that come before the Council requiring a vote.

Section 8. Excuses from Voting

No member or appointed delegate shall be excused from voting except upon matters involving the consideration of his or her own financial interest or official conduct. In all other cases, a failure to vote by a delegate or appointed delegate who is physically present at a regular or special meeting, or who has withdrawn without being excused by a simple majority vote of the remaining delegates and appointed delegates, shall be recorded as an affirmative vote.

Section 9. Minutes to be Kept; Ayes and Noes

The Clerk to the Board shall keep full and accurate minutes of the meetings and proceedings of the Council, which shall be available for public inspection. The Clerk to the Board shall record the results of each vote in the minutes. Upon the request of any member of the Council, the ayes and noes upon any question shall be taken and recorded.

Section 10. Procedures

Procedural matters coming before the Council shall be conducted according to generally accepted rules of parliamentary procedure.

At all meetings of the Council, the order of business shall be as follows:

A. Meeting Called to Order.
B. Minutes of Previous Meeting (Correction of Minutes).
C. Unfinished Business.
D. New Business.
E. Announcements.
F. Adjournment.

Section 11. Compensation

The officers, delegates, alternate delegates and appointed delegates shall serve without compensation or remuneration for their services. This section shall not, however, prohibit reimbursement for expenses incurred while on Council business and in accordance with Council fiscal policies.

Article VIII. Organizational Structure, Procedures

Section 1. Election of Officers

At the last regular meeting of the Policy Board in a calendar year, the Council shall elect a board chair, vice-chair, immediate past chair, six at-large executive committee members, and such additional officers as the Council finds necessary in the proper performance of its duties, to serve for one year or until their successors have been duly installed. Installation of officers shall take place at the next regular meeting of the Council following their election.

Section 2. Duties of Officers

A. Board Chair – The Board Chair shall preside at all meetings of the Council at which he or she is present and shall conduct said meetings in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought before the Policy Board.

The Board Chair shall have the same voting rights as other members. He or she shall be responsible for the implementation of the policies established and the action taken by the Council; appoint such committees as he or she finds necessary or desirable; have all the powers and duties customarily pertaining to the office of Chair of the Board; and perform such further duties as may be assigned to him or her by the Council.

B. Vice-Chair – The Vice-Chair shall perform all duties of the Chairman in the absence of the Chairman or in event of the inability of the Chairman to act, and shall perform such other duties as the Council may delegate.

All other officers elected by the Council shall perform such duties as may be prescribed by the Council.

Section 3. Reports

The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units and the public.

Article IX. Committees

Section 1. Executive Committee

The Executive Committee shall be composed of the following elected officers: Board Chair, Vice-Chair, the Immediate Past Chair, and six At-Large Members. In the event an immediate Past Chair is not eligible to serve as a Council delegate, an additional at-large member shall be chosen to serve for a one-year term. If the Past Chair office continues to be vacant beyond the first year, the at-large position may be filled for an additional one-year term.

The Executive Committee shall meet at a minimum in the months of February, April, June, August, October and December, and such other times as called by the Chair. The time and place shall be determined by the Chair.

The Executive Committee is empowered to act for the Policy Board in matters of personnel, legal, administration, finance, and other matters as expressly authorized by the Policy Board through resolution.

Representation on the Executive Committee shall also meet the Economic Development Administration's requirements for board composition.

Should any vacancy occur after November, the Executive Committee shall recommend appointment of a member to fill the vacancy at the next regularly scheduled Policy Board meeting.

Section 2. Nominating Committee

The Board Chair shall appoint an ad hoc nominating committee of four persons from the membership to research and seek out suitable candidates for nomination to Council office. Their report is due at the regular November meeting of the Council in the calendar year for consideration and action. This report shall be received along with general nominations from the floor and shall constitute the only legitimate candidates for offices to be filled.

Section 3. Additional Committees

The Board Chair may appoint such additional committees as he or she finds necessary or desirable.

Section 4. Committee Procedures

Committees shall, in the absence of additional directives from the Board Chair and Council, follow procedures outlined in "Council Committee Policies and Procedures." Voting procedures for committees shall be as for the Council, as provided in Article VII, Sections 7-9.

Article X. Staff and Administration

Section 1. Staff

It shall be the policy of the Council to employ a staff of qualified professionals and other support staff and pay to them such compensation as it shall deem necessary and advisable to carry out their duties and implement Council projects, programs and functions.

Section 2. Appointment of Executive Director

The Executive Director shall be appointed by the Policy Board based on recommendations of the Executive Committee and shall serve at the pleasure of the Policy Board. The Executive Director shall be appointed solely on the basis of his or her executive and administrative qualifications.

Section 3. Powers and Duties of Executive Director

The Executive Director is the chief administrator of the Council. He or she is responsible to the Policy Board for the administration of all departments under the Policy Board's general control and has the following powers and duties:

A. He or she shall appoint and suspend or remove all Council employees and agents. Such appointments, suspensions and removals shall be in accordance with any general personnel rules, regulations, policies or ordinances as the Policy Board may adopt.

B. He or she shall direct and supervise the administration of all Council offices, departments, boards, committees and agencies under the general control of the Policy Board, subject to the general direction and control of the Policy Board.

C. He or she shall attend all meetings of the Policy Board and Executive Committee and recommend any measure that he considers expedient.

D. He or she shall see that the orders, resolutions and regulations of the Policy Board are faithfully executed within the Council.

E. He or she shall prepare and submit the annual budget to the Policy Board and act as budget officer.

F. He or she shall annually submit to the Policy Board and make available to the public a complete report on the finances and administrative activities of the Council as of the end of the fiscal year.

G. He or she shall appoint and supervise a finance director/officer to fulfill the requirements of N.C. General Statutes Chapter 159, the N.C. Local Government Budget and Fiscal Control Act.

H. He or she shall appoint and supervise a clerk to the board who shall keep all official minutes, books, and records and make them available for public inspection to the extent required by law. The clerk to the board shall attest to official actions of the Council and certify actions and accounts taken by that body.

I. He or she shall make any other reports that the Policy Board may require concerning the operations of Council offices, departments, committees and agencies.

J. He or she shall perform other duties that may be required or authorized by the Policy Board.

Article XI. Fiscal Control

Section 1. Policy Board to Direct Fiscal Policy of the Council

The Policy Board has and shall exercise the responsibility of developing and directing the fiscal policy of the Council under the provisions and procedures of the Local Government Budget and Fiscal Control Act as they apply to a "public authority." The Policy Board shall use a full accrual accounting system until another is adopted in accordance with Article XIII of the Bylaws entitled "Amendments."

Section 2. Annual Balanced Budget

The Council shall operate under an annual balanced budget adopted and administered in accordance with the Local Government Budget & Fiscal Control Act. The budget ordinance shall cover a fiscal year beginning July 1 and ending June 30. Only expenditures authorized in the budget may be disbursed.

Section 3. Budget Officer

The Executive Director shall serve as the Budget Officer. He or she shall have the power to sign on behalf of the Council, agreements or other instruments to be executed by the Council in the conduct of its business. Unless otherwise provided, he or she shall sign or countersign checks and vouchers in payment of obligations of the Council. In case of absence of the

Executive Director, any other Executive Committee member, or other designated official, may be empowered to countersign checks and vouchers in payment of obligations to the Council.

Section 4. Budget Requests

At the March meeting of the Council, a proposed balanced budget for the next fiscal year shall be presented. This preliminary budget as amended constitutes a first reading and shall be submitted the first week in April to each participating government for its review. At the next regular meeting of the Council in May, the Council shall conduct a public hearing and perform a second reading making any final changes necessary. The results of this meeting will constitute final action and adoption of the budget through a simple majority vote.

The budget request shall be an estimate of the financial requirements of the Council for the budget year and shall be made in such form and detail with such supporting information and justifications as the Budget Officer may prescribe. The revenue estimate shall be an estimate of all revenues to be realized by the Council during the budget year.

Section 5. Regular Assessments

The annual budget shall set forth the per capita share of the budget to be funded by each member as provided in the Charter.

Section 6. Special Assessments

If, as a result of participation in a Council program with special funding requirements, a governmental unit is required to offer separate funding for its share, this shall be made known in the budget request to that governmental unit.

Section 7. Budget Approval

Upon approval of the budget by all participating governmental units, each participant governmental unit shall appropriate its share of the budget and shall forward this amount to the Council at the beginning of each fiscal year.

Section 8. Annual Independent Audit

The Council shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant. The auditor shall be selected by and shall report directly to the Policy Board. Upon completion of the examination, the auditor shall prepare a written report embodying financial statements and his or her opinion and comments relating thereto.

Copies of this report shall be distributed to each Council delegate or alternate at the next regular Policy Board meeting following the publication of the report.

Article XII. Prohibited Activities

Section 1. Prohibited Activities

Notwithstanding any other provision of these articles, this organization shall not carry on any activities prohibited by the following.

A) An organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, or

B) An organization contribution to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

Article XIII. Amendment of Bylaws; Effective Date

Section 1. Amendment of Bylaws

Any proposed amendment, repeal, or alteration, in whole or in part, of these Bylaws shall be submitted in writing and presented for a first reading at a regular meeting of the Policy Board. This shall constitute an official first reading, after which the proposed amendment shall be transmitted to each member government for consideration and ratification. Ratification by three-fourths of the existing member governments shall be required. At the next regular meeting of the Policy Board following receipt of the required ratifications, the proposed amendment shall be presented for a second reading, at which the member governments' actions shall be reported and accepted.

Section 2. Effective Date

These revised Bylaws shall be in full force and effect from and after the date ratified by the required three-fourths majority of member governments and the Policy Board.

ADOPTED THIS _____OF _____, 2026.

Amended November 27, 1990
Amended February 23, 2004
Amended May 22, 2007
Amended _____, 2026

CITY OF LENOIR

LISTING OF
CITY COUNCIL MEETINGS FOR 2027

JANUARY		
City Council	Tuesday, January 5	6:00 p.m.
City Council	Tuesday, January 19	6:00 p.m.
Committee of the Whole	Tuesday, January 26	8:30 a.m.
FEBRUARY		
City Council	Tuesday, February 2	6:00 p.m.
City Council	Tuesday, February 16	6:00 p.m.
Committee of the Whole	Tuesday, February 23	8:30 a.m.
MARCH		
City Council	Tuesday, March 2	6:00 p.m.
City Council	Tuesday, March 16	6:00 p.m.
Committee of the Whole	Tuesday, March 23	8:30 a.m.
APRIL		
City Council	Tuesday, April 6	6:00 p.m.
City Council	Tuesday, April 20	6:00 p.m.
Committee of the Whole	Tuesday, April 27	8:30 a.m.
MAY		
City Council	Monday, May 3	6:00 p.m.
City Council	Tuesday, May 18	6:00 p.m.
Committee of the Whole	Tuesday, May 25	8:30 a.m.
JUNE		
City Council	Tuesday, June 1	6:00 p.m.
City Council	Tuesday, June 15	6:00 p.m.
Committee of the Whole	Tuesday, June 22	8:30 a.m.

JULY

City Council	Tuesday, July 20	6:00 p.m.

Only one meeting in July

AUGUST

City Council	Tuesday, August 3	6:00 p.m.
City Council	Tuesday, August 17	6:00 p.m.
Committee of the Whole	Tuesday, August 24	8:30 a.m.

SEPTEMBER

City Council	Tuesday, September 7	6:00 p.m.
City Council	Tuesday, September 21	6:00 p.m.
Committee of the Whole	Tuesday, September 28	8:30 a.m.

OCTOBER

City Council	Tuesday, October 5	6:00 p.m.
City Council	Tuesday, October 19	6:00 p.m.
Committee of the Whole	Tuesday, October 26	8:30 a.m.

NOVEMBER

City Council	Tuesday, November 2	6:00 p.m.

Only one meeting in November

DECEMBER

City Council	Tuesday, December 7	5:00 p.m.*
City Council	Tuesday, December 21	6:00 p.m.

*Note: meeting time

2027 SCHEDULE OF EVENTS

NCLM MEETINGS	Event
February 17	Town & State Dinner (Raleigh)
May 4 - 6	Annual City Vision Conference (Winston-Salem)

NLC MEETINGS	Event
March 15 - 17	Congressional City Conference (Washington, DC)
November 17 - 20	NLC City Summit (Houston, TX)

CITY OF LENOIR

2027 HOLIDAY SCHEDULE

Friday, January 1	New Year's Day
Monday, January 18	Martin Luther King, Jr. Day
Friday, March 26	Good Friday
Monday, May 31	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day
Thursday, November 11	Veterans Day
Thursday, November 25 Friday, November 26	Thanksgiving Holiday
Thursday, Friday & Monday, December 23, 24, & 27	Christmas Holiday

STATE OF NORTH CAROLINA]
]
COUNTY OF CALDWELL]

PUBLIC PARKING AGREEMENT

THIS PUBLIC PARKING AGREEMENT made this 6 day of October, 2026, by and between **FIRST BAPTIST CHURCH OF LENOIR**, a North Carolina non-profit corporation (hereinafter referred to as "**the Church**") and **CITY OF LENOIR**, a North Carolina municipal corporation (hereinafter referred to as "**the City**") and **COUNTY OF CALDWELL**, a subdivision of the State of North Carolina (hereinafter referred to as "**the County**");

W I T N E S S E T H;

That Whereas, the Church is the owner of certain real property located on the north side of Ashe Avenue in the City of Lenoir and more particularly described in a deed recorded in Book 1169, at Page 1105, Caldwell County Registry; and

Whereas, the City is the owner of certain real property located on the west side of Ridge Street near the intersection with Ashe Avenue in the City of Lenoir and more particularly described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry; and

Whereas, there is a parking lot or lots located behind the present First Baptist Church building, which parking lots extend from behind the church buildings adjoining Ashe Avenue to Ridge Street and being located on the property of the Church and also on the property of the City as it extends to Ridge Street; and

Whereas, the Church, the City and the County have reached agreement regarding improvements to be made to such parking areas and all parties desire to set their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein and in further consideration of the sum of Ten ($10.00), the parties agree as follows:

1. **Property Subject to Agreement**. The property subject to this Agreement is the parking areas located behind the First Baptist Church building and extending adjacent to Ashe Avenue and extending to Ridge Street in the City of Lenoir and being located partly on the property of the Church as described in Deed recorded in Book 1169, at Page 1105, Caldwell County Registry, and partly on the property of the City as described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry (hereinafter referred to as "**the Parking Area**").

2. **Consideration**. The City and County will share all costs and expenses equally, on a 50/50 basis, up to $16,500.00 toward the costs of certain improvements to the parking area. These improvements are repairing the low spot located at stormwater infrastructure, filling major cracks that exist at the time of execution of this agreement, and sealcoating and striping the parking area. The parking lot improvements will be completed as soon as reasonable after contract execution based on seasonal weather conditions and contractor availability. A contractor will perform filling major cracks, sealcoating, and striping, for which the City and County will pay upon completion up to $15,975.00. The City will pay this figure and the County will reimburse the City $8,250.00. The City will repair the low spot at

the storm infrastructure for which it will be credited $525.00 toward its one-half of the City and County's $16,500.00 obligation. Thereafter, the City and County will share the costs of normal maintenance and upkeep.

3. **Public Parking Area & Term**. The Church, the City and the County, agree that for and during the next Twenty (20) years from the date of this agreement, the Parking Area shall be and remain a public parking area for the use and benefit of all the parties to this agreement, the citizens of Caldwell County, the citizens of Lenoir and the members and guests of the Church.

4. **Reservation of Use**. The Church reserves the right to the exclusive use of the parking area on Sundays and at other times when needed during special services or functions at the Church. The Church also reserves the right to designate parking spaces for the Church staff and for the required number of handicapped parking spaces.

5. **Termination of Agreement**. The Church shall have the right and privilege of terminating this agreement, in whole or in part, at any time during the twenty-year term of this agreement. In the event of such termination, the church shall pay the County and the City the amount they invested in improving the parking area, less five (5%) percent per year for each year that has expired from the date of this Agreement to the date of termination. Said five percent to be calculated based upon the area withdrawn from the parking area and based upon costs of the improvements as reported to the Church by the City and the County.

6. **Term of Agreement**. Pursuant to the Agreement, the Parking Area shall become and remain a public parking area for the term of Twenty (20) Years from the date of this Agreement subject to the Reservation of Use set forth above.

7. **Property of the Church**. The parties acknowledge that the parking area located on the property of the Church is and shall remain the property of the Church subject to the rights and privileges of the County and the City as set out herein. The parties further acknowledge that at the end of the term of this Agreement, the Parking Area on the property of the Church shall be and shall remain the sole and separate property of the Church free from any condition or limitations imposed by this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names by authority duly granted and by action taken by their respective bodies.

FIRST BAPTIST CHURCH OF LENOIR
a North Carolina non-profit corporation

by: _____

CITY OF LENOIR

by: 

COUNTY OF CALDWELL

by:_____


Road Map
Photography
FIRST BAPTIST CHURCH
CITY OF LENOIR
0314
1304
2314
9219
8265
0224
0158
2280
8109
8085
304
226
NORTH MAIN ST
ASHE AVE
60ft
Parking Lot Agreement/Coverage

CITY OF LENOIR
COUNCIL ACTION FORM

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

II. Background:

The City of Lenoir periodically establishes capital project ordinances for projects involving construction, infrastructure improvements, or grant funding that extend beyond a single fiscal year. Because these projects often span multiple fiscal years, a capital project ordinance allows the City to appropriate funds for the duration of the project without requiring the governing body to appropriate funds annually.

The City of Lenoir contracted with Destination by Design, a multidisciplinary economic development firm located in Boone, North Carolina, to provide design, bid administration, and construction oversight for the Lenoir Vehicular Wayfinding Sign Project. The project included the manufacturing and installation of 53 wayfinding signs at designated locations along public streets and corridors to assist motorists in locating City amenities.

In July 2022, the City applied for and was awarded a $250,000 grant from the Appalachian Regional Commission (ARC). The original project budget included a local contribution of $291,500, bringing the total project cost to $541,500. In June 2024, the project budget was revised to account for change orders and additional work, increasing the total project budget to $629,500. The additional local funding consisted of $50,000 from the Lenoir Tourism Development Authority and $38,000 in local funding. This project was complete as of August, 2026 with total expenditures of $627,229.62. The project was completed under budget, with total expenditures coming in $2,270.38 below the approved budget. The final project budget and expenditures are summarized below:

The following expenditures were anticipated:

Description	Revised Budget	Actual	Variance
Wayfinding Signs Construction, Installation & Design	$629,500.00	$627,229.62	$2,270.38
Total Expenditures	$629,500.00	$627,229.62	$2,270.38

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

Description	Revised Budget	Actual	Variance
ARC Grant Funding	$250,000.00	$250,000.00	$0.00
ARPA Revenue Replacement Funds	$291,500.00	$291,500.00	$0.00
LTDA Allocation	$50,000.00	$50,000.00	$0.00
Local Funding	$38,000.00	$35,729.62	$2,270.38
Total Revenue	$629,500.00	$627,229.62	$2,270.38

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 the request to close the Wayfinding Signs Capital Project.

IV. Reviewed by:

Finance Director: Donna Bean

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 revised Capital Project Budget Ordinance for the Wayfinding Signs Capital Project in June of 2024 with a total project budget of $629,500.00. This project was complete as of August, 2026 with total expenditures of $627,229.62. The project was completed under budget, with total expenditures coming in $2,270.38 below the approved budget.

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

The Capital Project Budget Ordinance for the Wayfinding Signs Capital Project be closed.

Adopted this 20th day of October, 2026

_____Mayor

Attest:

_____, City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

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

II. **Background:**

The City of Lenoir periodically establishes capital project ordinances for projects involving construction, infrastructure improvements, or grant-funded activities that extend beyond a single fiscal year. Because these projects often span multiple fiscal years, a capital project ordinance allows the City to appropriate funds for the duration of the project without requiring annual appropriations by the governing body.

In October 2022, the City of Lenoir received a Parks and Recreation Trust Fund (PARTF) grant for the Lenoir Aquatic and Fitness Center (LAFC) Project. The project included renovations to the LAFC, replacement of the pool slide, and construction of a splash pad and shelters at the Soccer Complex.

In August of 2025, the project budget was revised to account for change orders and additional work, increasing the total project budget to $1,360,085. The project was completed in October 2026 within the approved budget. The final project budget and expenditures are summarized below:

III. The following expenditures were anticipated:

Description	Revised Budget	Actual	Variance
Lenoir Aquatic and Fitness Center (LAFC) and Soccer Complex Construction, Installation & Design	$1,360,085.00	$1,360,085.00	$0.00
Total Expenditures	$1,360,085.00	$1,360,085.00	$0.00

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

Description	Revised Budget	Actual	Variance
North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant	$500,000.00	$500,000.00	$0.00
ARPA Funding	$590,375.00	$590,375.00	$0.00
Local Funding	$269,710.00	$269,710.00	$0.00
Total	$1,360,085.00	$1,360,085.00	$0.00

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.

V. Staff Recommendation:

Approve the request to close 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) Capital Project.

VI. Reviewed by:

Finance Director: Donna Bean

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, In October 2022, the City of Lenoir received a Parks and Recreation Trust Fund (PARTF) grant for the Lenoir Aquatic and Fitness Center (LAFC) Project. The project included renovations to the LAFC, replacement of the pool slide, and construction of a splash pad and shelters at the Soccer Complex.

In August 2025, the project budget was revised to account for change orders and additional work, increasing the total project budget to $1,360,085. The project was completed in October 2026 within the approved budget.

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

The Capital Project Budget Ordinance 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) Capital Project be closed.

Adopted this 20th day of October, 2026

_____Mayor

Attest:

_____, City Clerk

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Budget Amendments - Request for an amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2027 for the State appropriated Law Enforcement Officer Bonus Session Law 2026-41

II. Background Information:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2027 as follows:

Session Law 2026-41 section 41.3 directs the State Bureau of Investigation to award local law enforcement officers with a lump sum compensation bonus in the amount of $1,750. To be eligible for the bonus, officers must be sworn, employed as a law enforcement officer as of June 30, 2026, and be either employed fulltime or permanent part-time. Additional State funding is provided to cover the cost of the City's share of FICA payroll taxes related to the bonuses. The total amount of State funding provided equates to $1,883.88 per FTE. Applying the criteria for eligibility, the City has determined 53 FTEs are eligible for the bonus. Legislation requires the bonus to be paid separately from the employee's regular salary, and payable as close as practicable to October 15, 2026. Staff is requesting an appropriation of $99,845.64 (53 x $1,883.88) to process the LEO state-funded bonuses. No City funding is required for the bonuses.

III. Staff Recommendation: Approve amendments as requested.

IV. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Dear Lenoir Police Department Contacts,

The North Carolina State Bureau of Investigation (SBI) is pleased to confirm that a check has been issued to **City of Lenoir** on behalf of **Lenoir Police Department** for the 2026 Local Law Enforcement Bonus Program.

Payment Details

Agency:	Lenoir Police Department
Invoice/Reference Number:	LEA0207
Certified Sworn FTEs:	53.
Base Bonus Amount:	$92,750.00
Employer Social Security and Medicare (FICA):	$7,095.64
Total Check Amount:	**$99,845.64**

The total check amount is based on the eligible sworn FTEs certified by your agency and includes the base bonus funding plus the employer portion of FICA associated with those bonus payments.

2026-2027 Fiscal Year

Capital Project Amendment

Tuesday, October 20, 2026

Request for a budget amendment to allocate funding for State appropriated Law Enforcement Officer Bonus (Session Law 2026-4)

ITEM 1: Allocate funding for State appropriated Law Enforcement Officer Bonus (Session Law 2026-4).

	Use	Amount of Increase	
10-10-4310-121	Regular Salaries and Wages	10,500.00	
10-10-4311-121	Regular Salaries and Wages	19,250.00	
10-10-4312-121	Regular Salaries and Wages	63,000.00	
10-10-4310-180	FICA Expense	803.28	
10-10-4311-180	FICA Expense	1,472.68	
10-10-4312-180	FICA Expense	4,819.68	
10-10-3430-340	Local Law Enforcement Reimbursement	99,845.64	

City of Lenoir

City Council Action Form

I. Agenda Item:

Approval Right of Way Acceptance of Dedication for Crestline Place; Dutch Bros Inc. is in development for the site located northeast of the intersection at Blowing Rock Blvd (US-321) and Crestline Place. In an abundance of caution based on community feedback, the development group will expand Crestline Place to allow for a 12’ wide right-turn lane onto Blowing Rock Blvd. The attached site plan has been reviewed by the Public Works Director for compliance with right-of-way widths and paving design, in accordance with Chapter 18 of the Lenoir City Code and NCDOT has issued the encroachment agreement. Staff recommends approval of the request, as submitted.

II. Background Information:

Dutch Bros Inc is in development for the site located northeast of the intersection at Blowing Rock Blvd (US-321) and Crestline Place. In an abundance of caution based on community feedback, the development group will expand Crestline Place to allow for a 12’ wide right turn lane onto Blowing Rock Blvd. The attached site plan has been reviewed by the Public Works Director for compliance with right-of-way widths and paving design, in accordance with Chapter 18 of the Lenoir City Code and NCDOT has issued the encroachment agreement.

III. Staff Recommendation:

Acceptance of the proposed right of way.

IV. Reviewed By:

Hannah Williams

V. Attachments:

1. Site Plan
2. ROW_After_CrestlinePl 10.20.26.
3. NCDOT DB Approval agreement first 3 pages - E112-014-26-00110

SITE NOTES:

1) ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PARKING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.

2) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.

3) CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.

4) SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, SITE LIGHTING PLAN, AND OTHER ARCHITECTURAL DETAILS.

5) ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

6) ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE OWNER. ALL EROSION, SEDIMENT CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY GRADING.

7) CITY OF LENOIR ACCEPTS NO RESPONSIBILITY FOR THE AMERICANS WITH DISABILITIES ACT (ADA), EXCEPT FOR NOTIFICATION REQUIREMENT, THE OWNER/DEVELOPER IS SOLELY RESPONSIBLE FOR COMPLIANCE FOR SAID ACT.

8) CONTRACTOR SHALL COORDINATE WITH THE CITY OF LENOIR, THE CITY OF LENOIR WATER AND SEWER DEPARTMENT, AND DEPARTMENT OF TRANSPORTATION INSPECTORS REGARDING ALL CERTIFICATE OF OCCUPANCY REQUIREMENTS AND COORDINATE WITH THE ENGINEER APPROXIMATELY 8 WEEKS PRIOR TO ANTICIPATED CERTIFICATE OF OCCUPANCY DATE REGARDING ANY ITEMS REQUIRING APPROVAL OR CERTIFICATIONS BY THE ENGINEER.

9) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS. (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.

10) REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

11) ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

12) CONTRACTOR SHALL REFER TO ARCHITECTS PLANS & SPECIFICATIONS FOR ENTRY LOCATION OF ALL WATER, SEWER SERVICE, ELECTRICAL, TELEPHONE & GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS & ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE REGULATORY AGENCY AS TO THE LOCATION & TIE-INS/CONNECTIONS TO THEIR FACILITIES.

13) THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS, ALL PROPERTY CORNERS, & REPLACING ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.

14) CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC., REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

15) IN HEAVY DUTY PAVEMENT AREAS G.A.B. SHALL EXTEND UNDER THE GUTTER TO PROVIDE ADDITIONAL STABILITY FOR TRUCK TRAVEL.

SITE DATA

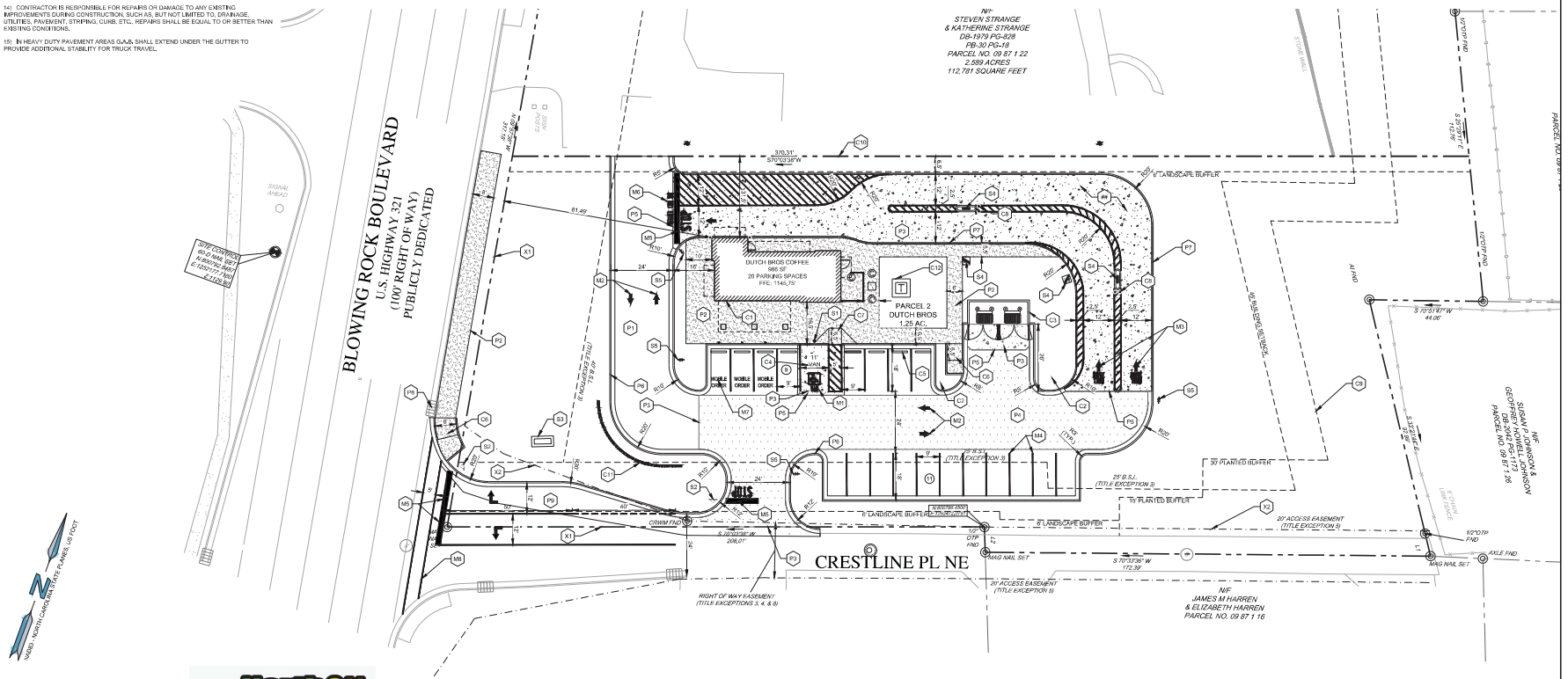
ZONING:		B-2 (GENERAL BUSINESS)
PARCEL IDENTIFICATION NUMBER:		2850213080
TOTAL SITE AREA:		2.589 AC.
PROJECT SITE AREA:		1.250 AC.
DISTURBED AREA:		1.2 AC.
IMPERVIOUS SURFACE AREA PROPOSED (%):		0.650 AC. (52.0%)
IMPERVIOUS SURFACE AREA EXISTING (%):		0.224 AC. (17.9%)
PERVIOUS SURFACE AREA PROPOSED (%):		0.600 AC. (48.0%)
BUILDING SETBACK -	FRONT:	40 FT
	SIDE:	25 FT
	REAR:	45 FT
LANDSCAPE BUFFER -	FRONT:	6 FT
	SIDE:	6-30 FT
	REAR:	30 FT
BUILDING FLOOR AREA:		984 S.F.
FLOOR AREA RATIO PROPOSED:		1.81
BUILDING HEIGHT:		24'-0"
PARKING RATIO REQUIRED -	RETAIL:	1 SPACE / 3 SEATS
PARKING REQUIRED:		0 SPACES
PARKING PROVIDED:		20 SPACES
ACCESSIBLE PARKING REQUIRED:		1 SPACES
ACCESSIBLE PARKING PROVIDED:		1 SPACES

LINE LEGEND

- PROPERTY LINE
- PROPOSED BUILDING WALLS
- PROPOSED CURB AND GUTTER

KEY PLAN, SYMBOL LEGEND, & DETAIL REFERENCE

P1	STANDARD DUTY ASPHALT PAVING (TYP.)	C-6
P2	CONCRETE SIDEWALK PAVING (TYP.)	C-6
P3	HEAVY DUTY CONCRETE PAVING (TYP.)	C-6
P4	HEAVY DUTY ASPHALT PAVING (TYP.)	C-6
P5	HEAVY DUTY CONCRETE / HEAVY DUTY ASPHALT TRANSITION (TYP.)	C-6
P6	24" CONCRETE CURB AND GUTTER (TYP.)	C-6
P7	6" CONCRETE HEADER CURB (TYP.)	C-6
P8	TIE-IN CURB FLUSH WITH EXISTING	
P9	CONTRACTOR TO MATCH EXISTING PAVEMENT WITHIN CITY ROW.	
M1	ACCESSIBLE PARKING SPACE WITH INTERNATIONAL SYMBOL OF ACCESSIBILITY PARKING SPACE MARKING	C-7
M2	PAINTED TRAFFIC ARROWS - DRIVEWAY TRAFFIC FLOW DIRECTIONAL ARROWS	C-7
M3	PAINTED TRAFFIC ARROWS - DRIVE THROUGH MARKING	C-7
M4	PARKING STRIPING	C-7
M5	24" STOP BAR AND "STOP" LABEL STRIPING	C-7
M6	"DO NOT ENTER" LABEL STRIPING	
M7	MOBILE ORDER PAVEMENT MARKING AND SIGNAGE (SEE ARCH. PLANS FOR DETAILS)	
M8	CROSSWALK STRIPING - 5' WIDE	
C1	ACCESSIBLE SERVICE COUNTER	C-7
C2	LANDSCAPE ISLAND (TYP.)	
C3	DUMPSTER WITH ENCLOSURE TO MATCH BUILDING EXTERIOR. SEE ARCHITECTURAL FILES FOR DETAILS	
C4	ACCESSIBLE PARKING	C-7
C5	CONCRETE WHEEL STOP (TYP.)	C-7
C6	ACCESSIBLE CURB RAMP	C-7
C7	ACCESSIBLE CURB RAMP WITH FLARES	C-7
C8	BOLLARD (SEE ARCH. PLANS FOR DETAILS AND EXACT LOCATIONS, TYP.)	
C9	PROPOSED PLANTED BUFFER (CONDITION OF REZONING)	
C10	PROPOSED PROPERTY LINE	
C11	PROPOSED RETAINING WALL WITH 4 FT TALL ORNAMENTAL FALL PROTECTION FENCE WHERE WALL IS GREATER THAN 30" TALL. FALL PROTECTION FENCE SHALL MEET ALL IBC REQUIREMENTS.	
C12	TRANSFORMER ON 7'x7' CONCRETE PAD	
B	PARKING COUNT	
S1	POLE MOUNTED ACCESSIBLE SIGNAGE (TYP.)	C-7
S2	R1-1 "STOP" SIGN	
S3	MONUMENT SIGN. SEE SIGNAGE PACKAGE FOR DETAILS.	
S4	MENU BOARD (SEE ARCH. PLANS FOR DETAILS, TYP.)	
S5	DIRECTIONAL SIGNAGE (SEE ARCH. PLANS FOR DETAILS, TYP.)	
X1	*EXISTING PROPERTY LINE (TYP.)*	
X2	*EXISTING 20' ACCESS EASEMENT (TYP.)*	



North Carolina 811
www.nc811.org

ENGINEER:
FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering
of North Carolina, PLLC
51 12th Street South
Birmingham, AL 35233
o | 205.397.0370
f | 844.272.8997
w | www.foresitegroup.net

TENANT:
DUTCH BROS
1930 W RIO SALADO PARKWAY
TEMPE, AZ 85281
(541) 955-4700
CONTACT: TBD

PROJECT:
DUTCH BROS
710 BLOWING ROCK BLVD
LENOIR, NC 28645
PARCEL # 2850213080

SEAL:
NORTH CAROLINA PROFESSIONAL
SEAL 055255
ENGINEER
NATHAN RILEY TIPTON
03/10/26
FOR REVIEW PURPOSES ONLY
(NOT RELEASED FOR CONSTRUCTION)

REVISIONS	DATE

PROJECT MANAGER:	MFK
DRAWING BY:	CAH
JURISDICTION:	LENOIR, NC
DATE:	JULY 31, 2026
TITLE:	

SITE PLAN

SHEET NUMBER:
C-3

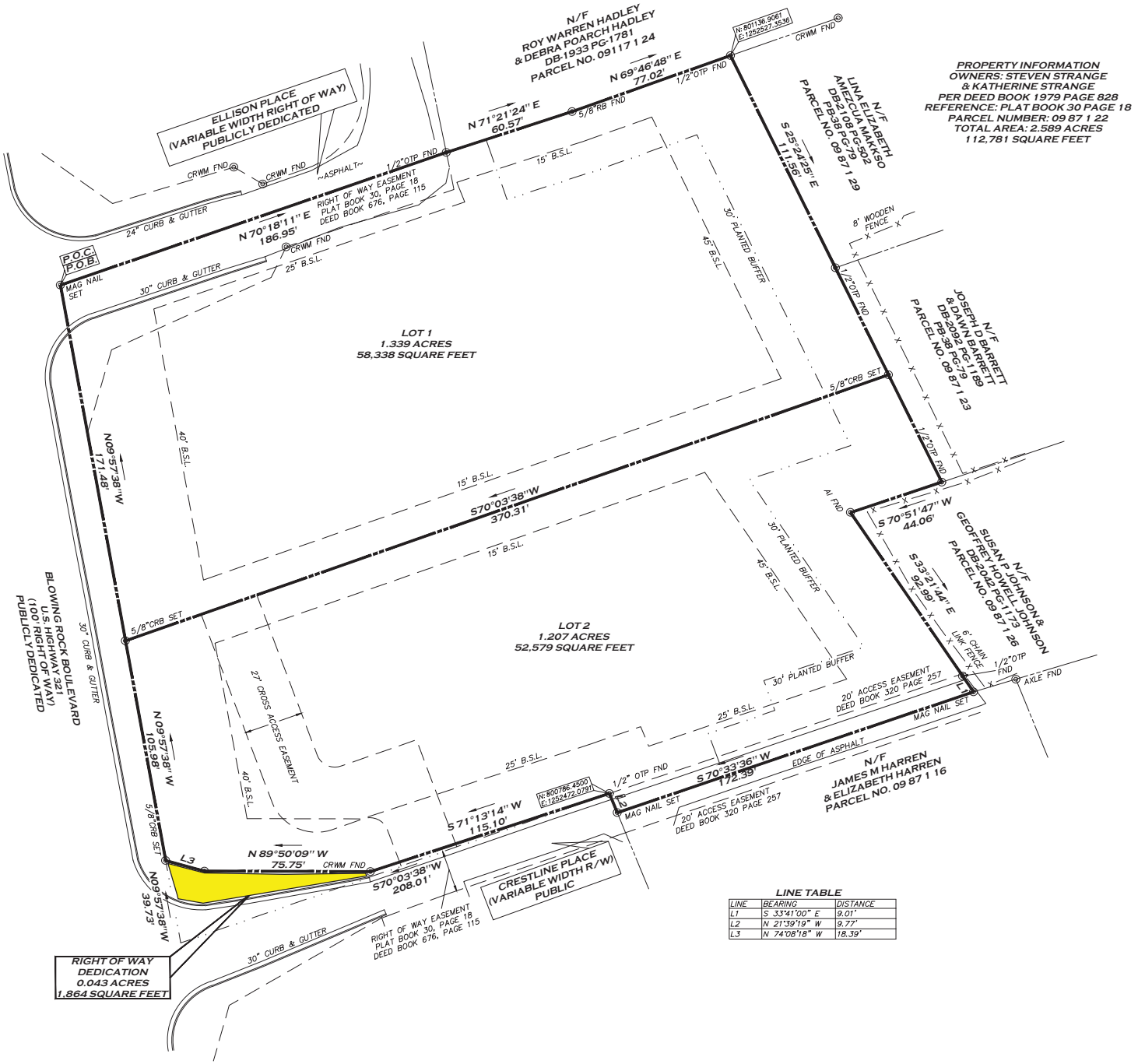
COMMENTS:
NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER:
1580.026

Before Right-of-Way Dedication and Subdivision (Crestline/321)



Right of Way Dedication and Subdivision - Crestline Pl. (Dutch Bros. Coffee)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

September 16th, 2026

John Hosie
Trackwest
1962 Howell Mill Road #210
Atlanta, GA 30318

SUBJECT: **Utility Authorization EA 16.1A_E112-014-26-00110**
DESCRIPTION: Installation of Sidewalk, Caldwell County

Mr. Hosie,

Attached for your files is an executed copy of the **Encroachment Contract Agreement** that has been properly executed. This contract covers the following:

Installation of approximately 146 linear feet of 8-foot-wide sidewalk, including an accessible ramp, will be completed at coordinates (35.92415, -81.52542), located at the intersection of US-321/ Crestline Place NE and US-321/ Ellison Place NE. The contractor's means and methods for installation shall adhere to the conditions and requirements outlined in the NCDOT Utilities Accommodation Manual.

This encroachment is approved subject to Special Provisions, which are attached to and incorporated as part of the encroachment contract. See attachment plans for more details.

Sincerely,

DocuSigned by:
Travis Chrisawn
31A3F56D2E0C41A...

Travis W. Chrisawn, PE
District Engineer

TWC: ces
Attachments
Cc: Trent Miles, Caldwell CME

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
BOONE DISTRICT OFFICE
P.O. BOX 1460
BOONE, NC 28607

Telephone: (828)-268-6022
Fax: (828)-265-5414
Customer Service: (877)-368-4968
Website: www.ncdot.gov

Location:
820 STATE FARM RD
SUITE F
BOONE, NC 28607

ROUTE US 321/Blowing Rock Boulevard PROJECT DBC Lenoir COUNTY OF Caldwell STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

TWP Lenoir Brew, LLC

-AND-

City of Lenoir

THREE PARTY RIGHT OF WAY ENCROACHMENT AGREEMENT ON PRIMARY AND SECONDARY SYSTEM

THIS AGREEMENT, made and entered into this the 16TH day of September, 20 26, by and between the Department of Transportation, party of the first part; and TWP Lenoir Brew, LLC party of the second part; and City of Lenoir party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 321/Blowing Rock Boulevard, located on the corner of Blowing Rock Boulevard and Crestline Place NE

with the construction and/or erection of: sidewalk along Blowing Rock Boulevard, adjusting the entrance of Blowing Rock Boulevard from Crestline Place NE by the addition of a right-turn out lane and associated infrastructure.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Travis Chrisawn 31A3F58D2E0C41A... DISTRICT

WITNESS:

Riley Space - Manager
1962 Howell Mill Rd Ste 210
Atlanta GA 30318

Brandon Kublanow - Manager
1962 Howell Mill Rd Ste 210
Atlanta GA 30318

Second Party

WITNESS:

9/15/2026
510 Greer Cir Suite B
Lenoir NC 28645

Tracy Huffman
SEP 15 2026
Street Superintendent

Third Party