

1. Agenda Packet

Documents:

[NOVEMBER 20, 2018 AGENDA PACKET.PDF](#)

2. Meeting Materials

Documents:

[BROWNFIELDS UPDATE.PDF](#)
[AFTER ACTION MEMORANDUM.PDF](#)

AGENDA



**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, NOVEMBER 20, 2018
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Presentation; Brownfields Project: Mr. Greg Icenhour, Vice-President, Mid-Atlantic Engineering and Environmental Solutions, Charlotte Branch, will update City Council regarding the Brownfield Assessment Grant Project as part of the community outreach aspect of the grant.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Conditional Use Permit; 1015 Ashe Avenue: A quasi-judicial public hearing will be held to consider a Conditional Use Permit for property located at 1015 Ashe Avenue, NCPIN#2749771412, Parcel ID#06-4-1-6 for the proposed 3 unit multi-family townhome in the Central Business (B-3) Zoning District, known as the Education Foundation Teacherage, with the following conditions:
 - 1. Prior to obtaining zoning and building permits, the applicant shall resubmit plans for appearance review to ensure aesthetically appealing architecture that is in harmony with existing structures and the B-3 district.
 - 2. Sidewalks must be installed to connect to sidewalks on either side of the property to match existing widths or meeting the minimum City standard width of 5-feet, whichever is greater.
 - 3. All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.
 - 4. The apron and at least the first 15-feet of driveway from Ashe Avenue must be paved.
 - 5. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, October 16, 2018, as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole Meeting of Tuesday, October 23, 2018, as submitted.
- C. Agreement; Western Piedmont Council of Governments: Approval of the City of Lenoir entering into an agreement with the Western Piedmont Council of Governments (WPOG) in the amount of \$30,000.00 (not to exceed) in accordance with the attached proposal to provide grant administration and technical assistance for the EPA Brownfield Assessment Program.

- D. Proclamation; #Giving Tuesday: Approval of a proclamation proclaiming Tuesday, November 27 as “#Giving Tuesday” throughout the City of Lenoir and Caldwell County. **Note:** #Giving Tuesday is a global giving movement that has been built by individuals, families, organizations, businesses and communities in all 50 states and in countries around the world. Giving Tuesday inspires people to take collective action to improve their communities, give back in better, smarter ways to the charities and causes they believe in, and help create a better world. Additional information may be found at www.givingtuesday.org.
- E. City Council Meeting Time Change: Due to several meeting conflicts on December 4, 2018, it is requested that City Council begin their regular meeting at 5:00 p.m., in lieu of 6:00 p.m. The meeting will be held at the City/County Chambers located at 905 West Avenue.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. City offices will be closed on Thursday, November 22 and Friday, November 23 in observance of the Thanksgiving holiday.
2. The Planning Board will meet on Monday, November 26 at 5:30 p.m.
3. The Committee of the Whole will meet on Tuesday, November 27 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
4. The Foothills Regional Airport Authority will meet on Wednesday, November 28 at noon.
5. The annual Christmas Parade will be held on Friday, November 30 at 6:30 p.m. in downtown Lenoir.

B. Items for Council Action

1. Blue Ridge Electric Membership Corporation Promissory Note and Loan Agreement; Lenoir Fire Department #3 (LFD3): City Staff recommends City Council authorize the Mayor and City Manager to execute all necessary documents with Blue Ridge Electric Membership Corporation (Promissory Note and Loan Agreement) for financing of \$1,360,000 for the proposed Lenoir Fire Department #3 (LFD3) at a rate of 0% for a term of 10-years.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Mayor Gibbons will recommend that Schonna Banner be appointed to serve a two-year term on the Parks and Recreation Advisory Board and Ben Boaz be appointed to serve a three-year term on the Lenoir Housing Authority. In addition, Mayor Gibbons currently serves as Chairman of the Foothills Regional Airport Authority. Council will consider a recommendation to re-appoint Mayor Gibbons to serve an additional two-year term. **Note:** These appointments were announced at the October 16th City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Closed Session: Pursuant to N.C.G.S. 143-318.11(5), City Council will enter into closed session to discuss a potential real estate contract.

X. ADJOURNMENT

CITY OF LENOIR**COUNCIL ACTION FORM: Nov. 20, 2018****I. Agenda Item:**

Conditional Use Permit for a 3 unit multi-family townhome development in the Central Business (B-3) zoning district.

II. Background Information:

Staff report is attached.

III. Staff and Planning Board Recommendation:

Planning staff and the Planning Board recommend that City Council approval of the Conditional Use Permit, with the conditions as presented.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



Staff Report

Conditional Use Permit

CASE NUMBER CUP #1/18

LOCATION MAP/AERIAL PHOTOGRAPH



Subject Property

1015 Ashe Avenue

*Buildings shown are no longer there.



SUMMARY

Owner

Education Foundation Inc
of Caldwell County

Applicant

Jesse Plaster

Location

1015 Ashe Ave, on the block
between Willow St and Bound-
ary St

NC PIN

2749771412

Project Planner

Hannah Williams

Updated October 12, 2018

Applicant's Request:

The applicant is requesting a Conditional Use Permit for a 3 unit multi-family town home development in the Central Business (B-3) zoning district.

Staff Recommendation:

Approval of the request, subject to the conditions in this report.

Planning Board Recommendation: Approval, subject to conditions recommended by staff.

Public Comment:

Planning Board Meeting: Scheduled for

October 22, 2018. Notices were mailed to property owners within 100 ft. of the subject property on October 12, 2018.

City Council (Public Hearing): Scheduled for November 20, 2018. Notices were mailed to property owners within 100 ft. of the subject property on Nov. 7 2018.

*****This request is considered quasi-judicial. You should not discuss this case with decision makers outside of the scheduled public meeting*****

BACKGROUND AND ANALYSIS

Intent of Conditional Use Permits

Conditional uses are recognized in the zoning ordinance as uses which may be compatible with an area depending on the specific details of the project, its surroundings, and the level of services available to the site, but are not permitted "by right" in the zoning district. The conditional use permit process gives the City sufficient flexibility to determine whether a specific land use on a given site will be compatible with the environment and the Comprehensive Plan. Through the approval of a Conditional Use Permit, the Planning Board and City Council may set conditions or use limitations, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will promote the spirit and character of the surrounding neighborhood. The process requires the Planning Board to review and make a recommendation to the City Council on the request. The City Council must then decide whether or not to issue a Conditional Use Permit following a quasi-judicial hearing.

Intent of the Zoning District

The Central Business District (B-3) is intended to serve as the center of the city's financial business, professional, cultural, and governmental activities by providing a variety of supporting personal services and retail trades for the convenience of people employed in and around the Central Business District and transient shoppers. The yard requirements within the district are designed to provide for the intensive use of land within this district and concentrated development.

The Central Business District promotes unique historic and architectural character of the downtown through implementation of design standards for new development. Associated with this goal are the stabilization of property values, improvements on local traffic patterns, and the promotion of a thriving city center. These design standards are intended to encourage development that contributes to Lenoir as a unique place by reflecting its physical character and adding to it in appropriate ways.

Subject and Surrounding Properties

The subject property is zoned B-3, Central Business. The B-3 zone only applies to the downtown district of Lenoir. Formerly, the subject property was developed with a single-family dwelling, later divided into several rental units, with a detached accessory dwelling unit in the rear. This structure has been recently demolished.

The subject property is on Ashe Avenue on the block between Boundary Street and Willow Street. There are single family homes on each side of the subject property, and other two- and three-family homes further east on the block, all zoned B-3. The property is directly across from the large parking lot of the First Presbyterian Church. The church and other properties across the street are zoned for Office and Institutional uses (O&I), and are located in the North Main Street Overlay. The Education Foundation recently completed renovations of the Angel House, a small learning center for special meetings and teacher training, located at 1018 Ashe Av. The subject property was acquired by the Education Foundation at the same time as an expansion of the nonprofit's services.

Proposed Development

The applicant proposes a two-story residential building with three townhomes. The structure will be 32 feet in height, with exterior materials of Hardie board siding and asphalt shingles. There will be a peaked gabled roof over each front door entrance off of a shared front porch. Each unit will have a private back deck over a steep rear yard. The proposed structure will be setback 15 feet from the front property line and 80 feet from the rear property line. The parking area for the structure will be located in the rear yard. There is a shared driveway between this property and the adjacent property to the east, which will provide access to parking in the back of the principal structure. As a condition of approval, the first 15 feet of the driveway will be paved starting at the entrance from the road, as required for roads connecting to streets with curb and gutter. The applicant is proposing to rebuild the sidewalk at this location, since the previous sidewalk was demolished along with the old structure. Since there is a net reduction in living units from the previous structure, there will be less car traffic to this development. the Institute of Transportation Engineer's 7th edition report on Trip Generation upholds this statement. According to the ITE report, low-rise apartments, such as townhomes or garden apartments generate about 6.6 trips a day per dwelling unit, which would mean an estimated traffic generation of about 20 trips a day for the proposed development. This is not a significant impact on existing infrastructure. No traffic study is needed.

BACKGROUND AND ANALYSIS

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan encourages the development of higher density housing in appropriate areas, such as in the mixed-use, high density downtown district. This proposed development is located in an area with many sidewalks near many attractive downtown destinations, adhering to the plan's recommendations for more walkable areas. The comprehensive plan also promotes affordable housing for people in all stages of life. This development is slated to be an affordable option for young professional teachers of Caldwell County.

The proposed development also complies with many of the land use strategies of the downtown district listed in the comprehensive plan. The proposed plan is redeveloping an infill site with an appropriate and helpful use. It is designed with human-scale architectural features, like the gabled roofs and porch details. Overall, the development will increase the aesthetics of the downtown district and preserve the policy concepts set forth in the comprehensive plan.

FINDINGS

No Conditional Use Permit shall be approved unless the Planning Board and City Council find that:

1. The proposed conditional use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The development will comply with all requirements of the B-3 district.*
2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *The proposed driveway is an existing shared driveway, which will be upgraded to meet code. Sidewalks were removed with demolition and will be reinstalled.*
3. Off-street parking and loading areas will be provided in compliance with the Zoning Ordinance. *Two parking spaces per dwelling unit are required by the zoning ordinance. The 1200 ft² parking area in the rear will accommodate the required 6 parking spaces for 3 residential units.*
4. The establishment of the conditional use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The subject property is in a transitional area between the core of the downtown district and a lighter use O&I district. The compact and walkable layout of the area lends itself well to multi-family development. The proposed use as teacher's housing supports a growing need for affordable housing options in Lenoir.*
5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *A landscape plan was not submitted, however, no additional buffering or screening is required.*
6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *No signage is currently planned for this development, but any future signage will be regulated to meet code. Any exterior lighting will be incidental to the needs of the residential use, and will be designed to be fully cut-off and shielded from neighboring residential property.*
7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *The applicant is proposing three townhomes in the same building that will comply with the design standards of the downtown district. Façade materials will be horizontal fiber cement siding (Hardie board), stucco foundation, and asphalt shingles for the roof. This is compatible with the existing development on Ashe Avenue.*
8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed conditional use will not be harmful or annoying to surrounding properties. *The proposed use of the property is residential in nature. There are single family homes and multifamily dwellings already on the same block of Ashe Avenue. The net number of units on the subject property is decreasing. Appropriate mixing of residential types effectively encourages a diverse neighborhood environment.*

STAFF RECOMMENDATIONS

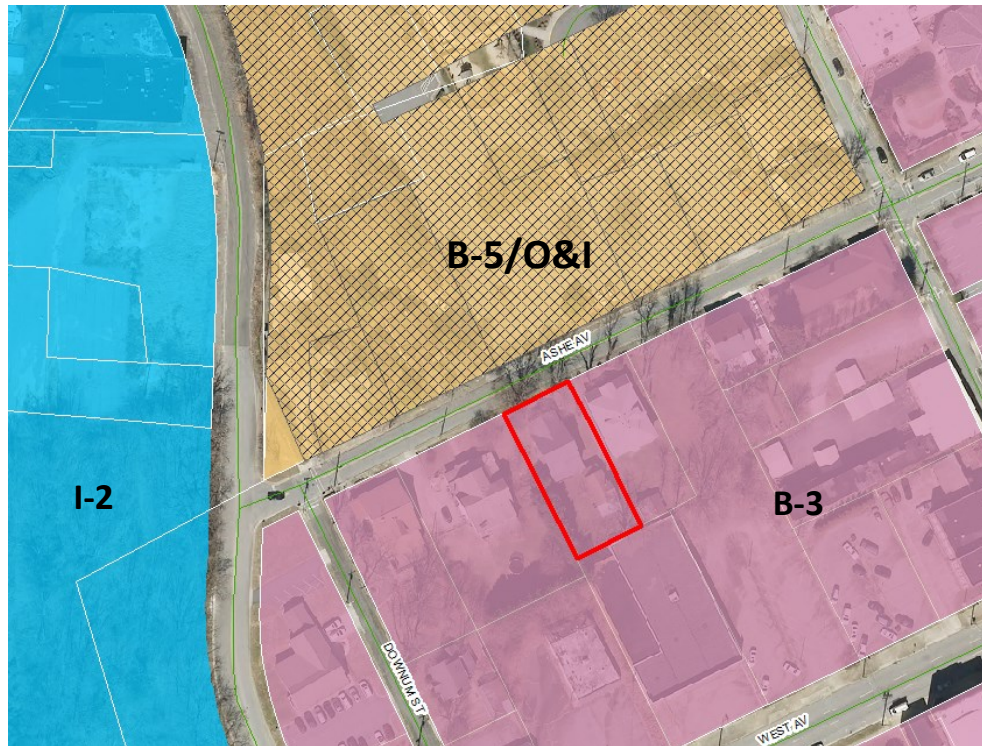
Staff recommends approval of the requested Conditional Use Permit for the proposed 3 unit multi-family development, known as the Education Foundation Teacherage, with the following conditions:

1. Prior to obtaining zoning and building permits, the applicant shall resubmit plans for appearance review to ensure aesthetically appealing architecture that is in harmony with existing structures and the B-3 district.
2. Sidewalks must be installed to connect to sidewalks on either side of the property to match existing widths or meeting the minimum City standard width of 5 feet, whichever is greater.
3. All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.
4. The apron and at least the first 15 feet of driveway from Ashe Avenue must be paved.
5. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
6. If a building permit has not been issued within 24 months of the adoption of the Conditional Use Permit, the approval shall be considered null and void.

PLANNING BOARD RECOMMENDATIONS

Planning Board recommended approval of the request, subject to the conditions recommended by staff, with 10 members voting unanimously for the motion.

ZONING MAP

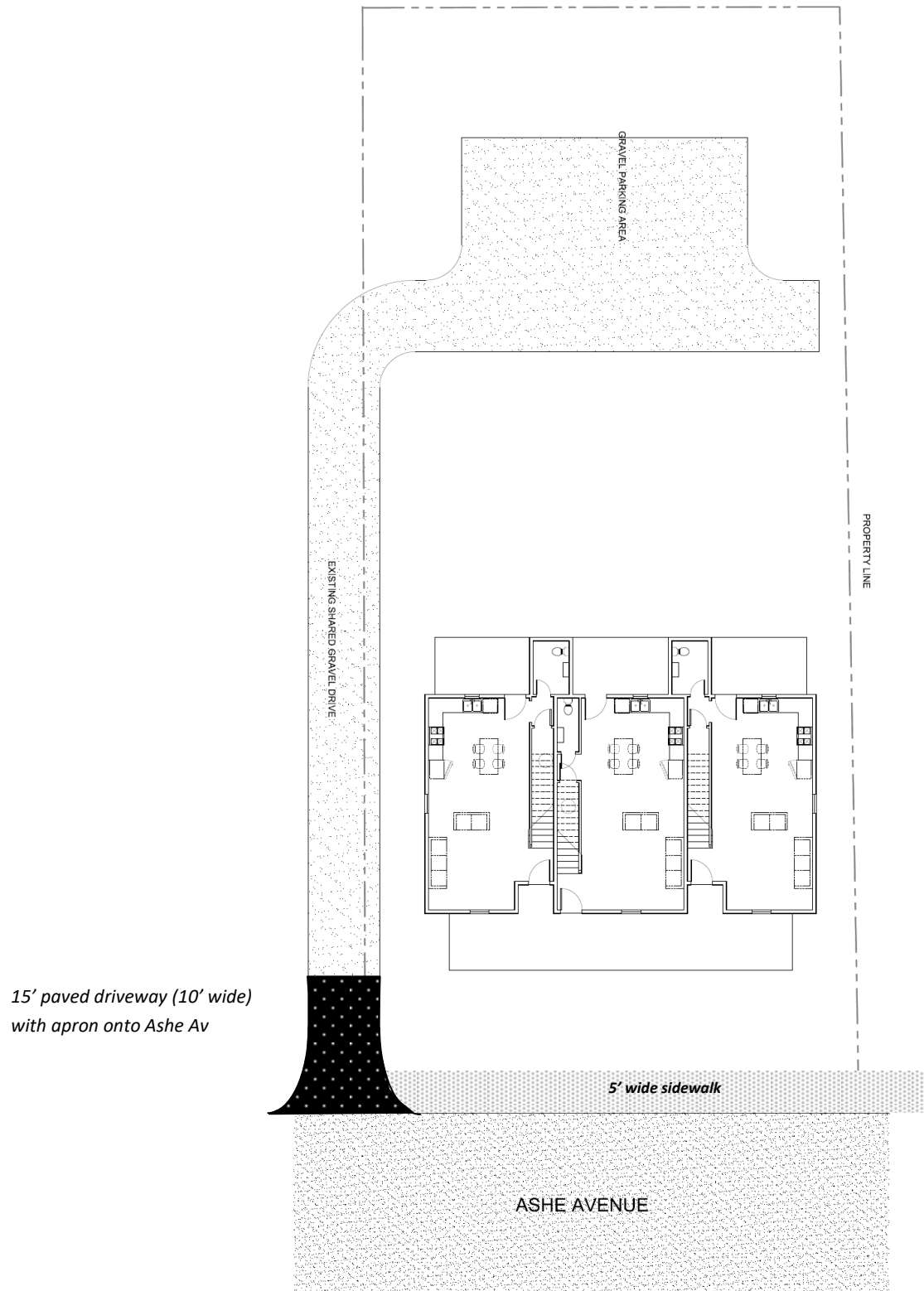


Subject Property



Development Standards in B-3 Zoning District					
Zone	Minimum Lot	Minimum Lot Width	Setbacks	Maximum Building Height	Uses
B-3	None	None	None	80 ft.	Single-Family Detached/Two-Family Dwelling, Family Care Facility, Group Dwelling, Adult Day Care, Conditional Use: Multi-Family Dwelling, Single-Family Attached (See Sec. 600 and Sec. 811 for full list)

APPLICANT'S DRAWINGS

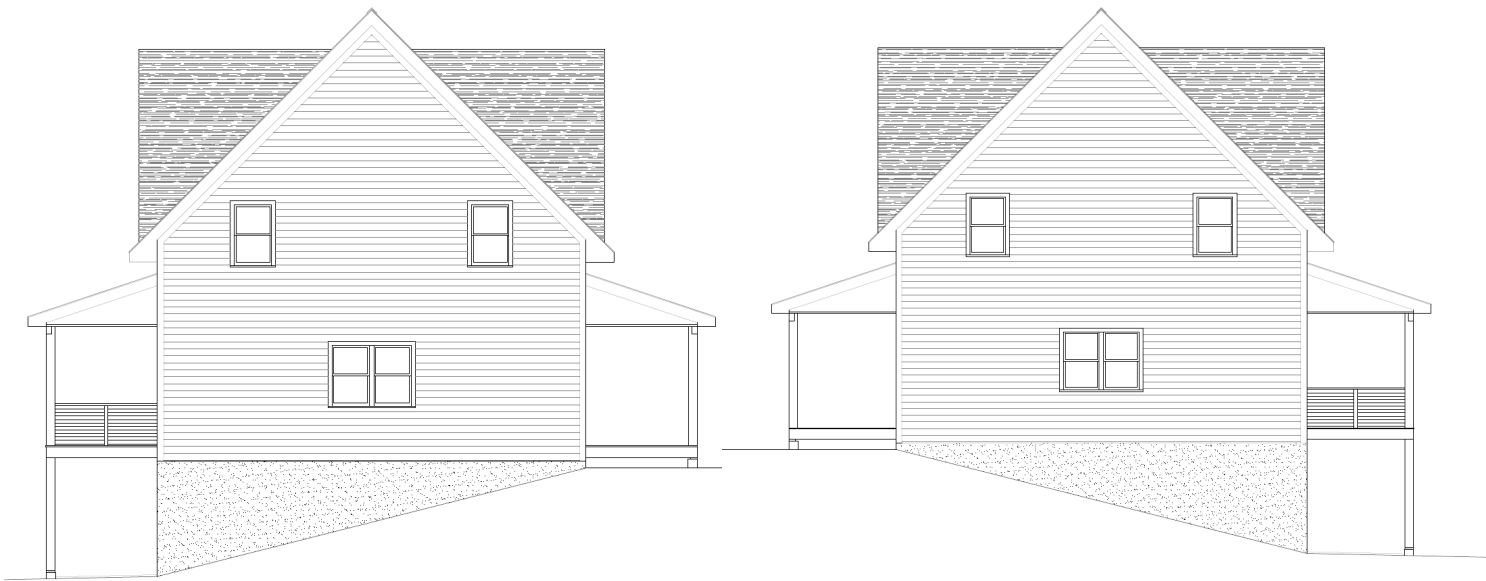


Site Plan

APPLICANT’S DRAWINGS



Front Elevation



Left Elevation

Right Elevation

EXISTING CONDITIONS ON SITE



Street View of 1015 Ashe Avenue



SURROUNDING PROPERTIES



The Education Foundation's
Angel House, across the street
from subject property



First Presbyterian Church
Parking Lot across the street
from the subject property.

**LENOIR CITY COUNCIL
TUESDAY, OCTOBER 16, 2018
6:00 P.M.**

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

I. CALL TO ORDER

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

**RECOGNITION OF TEACHING
FELLOWS:**

B. Mayor Gibbons recognized a group of teaching fellows that are participating in the Teaching Excellence and Achievement program, which is a program of the U.S. Department of the State Bureau of Educational and Cultural Affairs. There are nineteen students from eighteen different countries currently visiting our community and surrounding areas.

The students introduced themselves and expressed their appreciation for the opportunity to be a participant in the exchange program.

Mayor Gibbons further expressed appreciation to Mrs. Christie Arney and Mr. Allen Miller for actively participating in this program each year.

FY2017-2018 AUDIT

REPORT: C. Eric Bowman, PA, presented the FY2017-2018 Audit Report for the City of Lenoir. Mr. Bowman reported there was a net change of \$1.5 million in the City's Fund Balance which equals to 52% and six months of expenditures in reserves. He stated the City has experienced two great financial years in a row.

In addition, Mr. Bowman reported the City's Enterprise Fund for Water and Sewer has \$1,919,283 in revenues and commended Staff for their cost savings efforts regarding both the General Fund and Fund Balance.

Mr. Bowman shared the City's long-term debt has increased by \$1.4 million, but he pointed out that 40% of this debt is at 0% interest. He also reported the Capital Improvements Projects (CIP) are in better financial shape than last year.

Councilmember Perdue asked about the assigned/unassigned assets with Mr. Bowman explaining the City has to maintain a portion of working capital for public safety and other uses as required by state statutes.

On behalf of City Council, Mayor Gibbons expressed Council's appreciation

of City Staff and all they do for the citizens of Lenoir.

Upon a motion by Councilmember Thomas, Council voted 7 to 0 to accept the FY2017-2018 Annual Audit Report as presented.

**UPDATE; CALDWELL UNC
HEALTH CARE:**

D. Mrs. Laura Easton, President and Chief Executive Officer, Caldwell UNC Health Care, presented a report regarding their ongoing projects. Mrs. Easton stated the hospital joined the Caldwell UNC Health Care group in 2013 and it has been an extremely successful partnership. She stated the organization has over 900 employees which rank in the 99th percentile and stated they do a lot of educational training by beginning to work with students in the tenth grade and up in order to “grow their own” employees.

Mrs. Easton further reported the hospital’s big “Cornerstone” project was a \$24,000,000 investment with \$8,000,000 being invested in infrastructure. She reported the diagnostic imaging center was completely renovated and is now state of the art. Also, the second floor surgical center was completely renovated and \$15,000,000 was spent for new technology. Mrs. Easton shared they also provide sports medicine in the local school system along with participating in the reading program where each child receives a book. Caldwell UNC Health Care also provides specialty services such as the McCreary Cancer Center, Urgent Care and Emerge Ortho in order to meet the needs of the community. However, she related the Emergency Room Staff still saw over 28,000 patients last year and she noted this department would be next on their list for improvements. She reported the Urgent Care facilities experience over 30,000 visits annually and their sixth Urgent Care will be built in Kings Mountain. The hospital is also looking at offering virtual care for patients. Mrs. Easton further shared the McCreary Cancer Center meets a critical need in the community and commented all of their facilities have outstanding health care providers.

In addition, Mrs. Easton stated Caldwell UNC Health Care applied for a Rural Hope Grant in August 2018 requesting \$500,000 in funding to assist with a new project, which will consist of a new, free-standing 17,200 square foot mental health facility that will have twenty-seven (27) beds and offer in-patient and out-patient services. This behavior health facility will be located beside of UNC Health Care on Mulberry Street. The \$7.2 million project will offer fifty (50) new, well-paying full-time jobs. The project is expected to break ground in the fall of 2018 with construction completion and job creation by fall 2020. It was noted the Hospital Foundation has already secured the required 5% local government match. Mrs. Easton stated the hospital should receive notification by the end of this week if their grant application has been approved.

Mayor Gibbons thanked Mrs. Easton for coming and sharing the good news of

all that is happening in our community.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

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

1. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, October 2, 2018, as submitted.
2. Minutes: Approval of the closed session minutes of Tuesday, September 18, 2018 and Tuesday, October 2, 2018 as reviewed by the City Attorney, City Manager, and City Council.
3. Engineering Service Agreements; McGill Associates: City Staff recommends approval of an Engineering Service Agreement with McGill Associates for future water treatment plant improvements in the amount of \$64,000 and an Engineering Service Agreement with McGill Associates for distribution system improvements in the amount of \$84,000 for a total amount of \$148,000. (A copy of the engineering service agreements are hereby incorporated into these minutes by reference. Refer to pages 270-281).

Upon a motion by Mayor Pro-Tem Willis, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended by City Manager Hildebran.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

SMOKING IN THE FOOTHILLS BARBEQUE

EVENT: 1. The annual "Smoking in the Foothills Barbeque" Event will be held all day on Friday, October 19 and Saturday, October 20 in downtown Lenoir. The public is invited to attend.

FALL LEAF

PICKUP: 2. Fall Leaf Pick up began on Monday, October 15 and ends on Tuesday, January 15. Additional information is available on the City's website at www.cityoflenoir.com.

ONE STOP VOTING:

3. One Stop Voting is scheduled from Wednesday, October 17 through Friday, November 2 from 7:00 a.m. to 7:00 p.m. and on Saturday, November 3 from 8:00 a.m. until 1:00 p.m. in the City/County Chambers.

LENOIR TOURISM DEVELOPMENT

AUTHORITY:

4. The Lenoir Tourism Development Authority will meet on Thursday, October 18 at

3:00 p.m. at City Hall, Second Floor Conference Room.

PLANNING

BOARD: 5. The Planning Board will meet on Monday, October 22 at 5:30 p.m. at City Hall, Third Floor, former Council Chambers.

COMMITTEE OF THE WHOLE:

6. The Committee of the Whole will meet on Tuesday, October 23 at 5:30 p.m. at City Hall, Third Floor, former Council Chambers.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY:

7. The Foothills Regional Airport Authority will meet on Wednesday, October 24 at noon.

CALDWELL IS HIRING

EVENT: 8. The annual Caldwell is Hiring Event will be held on Thursday, October 25 from 8:30 a.m. until noon at the J. E. Broyhill Civic Center.

ANNUAL PUMPKIN PATCH

PARADE: 9. The annual Pumpkin Patch Parade is scheduled for Friday, October 26 from 3:00 p.m. – 6:00 p.m. in downtown Lenoir.

MELEAH MIKEAL HALF-MARATHON:

10. The Meleah Mikeal Half-Marathon will be held on Saturday, November 3 at 9:00 a.m. at the Aquatic & Fitness Center.

HOLIDAY CLOSINGS:

11. City offices will be closed on Monday, November 12 in observance of Veterans Day. City offices will also be closed on Thursday, November 22 and Friday, November 23 in observance of the Thanksgiving holiday.

VETERANS DAY

CEREMONY:

12. A Veterans Day Memorial Service will be held on Monday, November 12 from 11:00 a.m. until 12:30 p.m. at the Veterans Plaza on the square.

CITY COUNCIL MEETING

CANCELLATION:

13. The City Council Meeting of Tuesday, November 6 has been cancelled due to Election Day. City Council will meet on Tuesday, November 20 at 6:00 p.m. at the City/County Chambers.

B. ITEMS FOR COUNCIL ACTION

**ORDER OF ABATEMENT; 828
EMERALD PLACE:**

1. City Staff recommends that Council adopt an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 828 Emerald Place, NCPIN#274808764 and parcel ID#06164-1-48.

A copy of the Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 282-283).

Upon a motion by Mayor Pro-Tem Willis, Council voted 7 to 0 to approve the Order of Abatement for 828 Emerald Place as described above and as recommended by City Staff.

**ORDER OF ABATEMENT; 1340 FAIRVIEW
DRIVE:**

2. City Staff recommends that Council adopt an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 1340 Fairview Drive, NCPIN #2748563698 and Parcel ID#06184-1-7.

A copy of the Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 284-285).

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to approve the Order of Abatement for 1340 Fairview Drive as described above and as recommended by City Staff.

RESOLUTION AUTHORIZING EXCHANGE OF PROPERTY:

3. The City of Lenoir owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN#2759790520, Parcel ID 09-57-1-26A. Martin Family Motorplex, LLC, owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN#2850817151, Parcel ID 09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate Lenoir Fire Department #3 at the 1015 Wilkesboro Boulevard site, utilizing the two (2) recently constructed buildings. **Note:** Staff recommends Council adopt the submitted Resolution Authorizing Exchange of Property subject to the following negotiated terms and conditions:
 - (A) Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard.
 - (B) Martin Family Motorplex LLC will purchase the City-owned tract for \$38,000.
 - (C) The City will purchase the Martin Family Motorplex LLC site, including improvements, for a not to exceed price of \$1,028,612.
 - (D) In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 286).

City Manager Hildebran stated the exchange is considered to provide a full and fair compensation to the City as the city-tract is being acquired above the original price of \$30,000 and above the current tax value of \$28,000. Further, the 1015 Wilkesboro Boulevard property is located in the targeted service area for a new fire station (less than 3/10th of a mile from the city-owned tract), is larger than the city-owned tract, and has much better property ingress/egress with possible entrances on two (2) streets with signalization, fostering improved emergency response in the City.

Mr. Hildebran also commented on the Alternative Site Considerations for Lenoir Fire Department #3 as follows:

- Located in our targeted station siting area
- Larger tract allowing more flexibility
- More accessible for ingress/egress
- Provides opportunity to have LFD3 operational sooner
- Expected to be less costly than first option and at or below our project budget of \$1.72 million
- Allows disposal of original site at market rate
- LFD personnel prefer new site

Additionally, Mr. Hildebran shared the results of several local area project bid results with all of the bids being over budget from a range of 36.5% up to 56%. He also pointed out it may take up to twelve (12) months to build a fire station whereas this site could be up-fitted in much less time. Mr. Hildebran further stated the City published a legal notice in the *News-Topic* on Friday, October 5 to meet the requirements as outlined in N.C.G.S. §160A-271. (A copy of the legal notice is hereby incorporated into these minutes by reference. Refer to page 287).

Motion

Upon a motion by Mayor Pro-Tem Willis, City Council voted 7 to 0 to approve the Resolution Authorizing the Exchange of Property as described above and as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

ANNOUNCEMENTS; AUTHORITIES/BOARDS/COMMISSIONS:

1. Mayor Gibbons recommended to City Council that Schonna Banner be appointed to serve a term on the Parks and Recreation Advisory Board and that Ben Boaz be appointed to serve a term on the Lenoir Housing Authority. In addition Mayor Gibbons informed Council his term as Chairman of the Foothills Regional Airport Authority was up for re-appointment.

These two new appointments and one re-appointment will be placed on the November

20 Agenda for consideration of approval by City Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 7:00 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



September 21, 2018

Mr. Scott Hildebran, City Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Proposal for Engineering Services
WTP Future Expansion Study

Dear Mr. Hildebran:

Pursuant to your request, McGill Associates, P.A. is pleased to submit this proposal to provide professional engineering services related to the accomplishment of a study to review plant optimization and future expansion strategies for the George L. Bernhardt Sr. Water Treatment Plant. This effort will also include a Site Masterplan related to the optimization and future expansion requirements.

Scope of Services:

1. Existing Facilities

- a. Review topographical survey data
- b. Review design parameters for existing key infrastructure components
- c. Review electrical, generator, SCADA, and Duke Energy service
- d. Review potential conflicts
- e. Review operational constraints with staff

2. Project Planning

- a. Review future operations with City operations staff
- b. Confirm Process Flow Diagram for expansion
- c. Meet with City operations staff to discuss proposed improvements

3. Site Masterplan Update

- a. Review existing site constraints
- b. Estimating land requirements for future processes and expansion facilities
- c. Siting of new primary and accessory structures
- d. Prepare a conceptual layout plan for plant optimization and future expansion requirements

4. Proposed Improvements and Future Requirements

- a. Design Criteria and Preliminary Unit Sizing:
 - i. Raw Water Intake
 - ii. Raw Water Piping
 - iii. Mechanical Pre-Treatment
 - iv. Mixing / Flocculation / Sedimentation
 - v. Filtration
 - vi. Chemical Feed
 - vii. Electrical and Controls
 - viii. Standby Power

5. Clearwell Storage

6. Finished Water Pumping

- a. Cahah's Pump Station
- b. Whitnel Pump Station

7. Residuals Settling, Pumping, Storage, Dewatering, and Disposal

8. Identifying a Strategy for Future Environmental Assessment and Permitting

- a. FERC / Duke Energy
- b. Catawba Wateree
- c. Secondary and Cumulative Impacts
- d. Authorization to Construct

9. Develop Opinion of Probable Construction Cost

10. Develop Project Implementation Schedule Options

- a. Project delivery method – standard or accelerated
- b. Project divisions / phases

Mr. Scott Hildebran
September 21, 2018
Page 3 of 3

Basis for Compensation:

Based on the above understanding and scope of services, we propose to provide our services for a **lump sum fee of \$64,000**. McGill Associates will invoice on a monthly basis as work progresses. Please note that these fees do **not** include environmental assessments, permitting services, design phase services, bidding and award phase services, construction phase services, geotechnical exploration costs, or legal costs.

If you find this proposal acceptable, please sign and return the attached consulting services agreement as your authorization to proceed. We are prepared to begin work immediately upon your authorization. We appreciate this opportunity to be of service to the City of Lenoir and look forward to working with you and your staff on this important project.

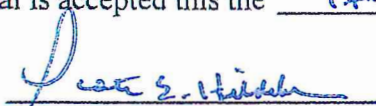
Sincerely,
MCGILL ASSOCIATES, PA


DOUGLAS CHAPMAN, PE
Hickory Office Manager

Attachments: Basic Fee Schedule
Consulting Services Agreement

CITY OF LENOIR – ACCEPTANCE

This proposal is accepted this the 17th day of October, 2018

Signature: 

Printed Name: Scott E. Hildebran

Title: City Manager



BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00

Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 20__ by and between the City of Lenoir hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. **Scope of Services:** McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. **Standard of Care:** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. **Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. **Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. **Compensation:** The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. **Personnel:** McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. **Opinions or Estimates of Cost:** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. **Termination:** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written

notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. **Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. **Assignability:** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. **Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. **Ownership of Documents:** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. **Excusable Delay:** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. **Indemnification:** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:**

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

Client: City of Lenoir
Authorized Signature:

Name: Scott Hildebran
Title: City Manager
Address: Post Office Box 958
Lenoir, North Carolina 28645

McGill Associates, P.A.

Name: Douglas Chapman, PE
Title: Hickory Office Manager
Address: 1240 19th Street Lane, NW
Hickory, North Carolina 28601



October 10, 2018

Mr. Scott Hildebran, City Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Proposal for Engineering Services
Water Distribution System Tasks

Dear Mr. Hildebran:

Pursuant to your request, McGill Associates, P.A. has provided a proposal (under separate cover) to study the proposed optimization and future expansion of the George L. Bernhardt Sr. Water Treatment Plant. As we have discussed, the City is also in need of evaluating the water distribution system's ability to handle future water demands, transmission and storage needs. This would be best performed by dividing the scope into multiple tasks.

Scope of Services:

McGill Associates proposes to provide the following engineering services for these water distribution system related tasks:

1. **Transmission Main Capacity Evaluation** – Evaluate the capability of the major transmission mains in both the High and Low Pressure Zones to handle future water demands and peak flow rates. This task would involve creating scenarios in the water hydraulic model to evaluate the impact of increased pumped flows to the major water storage tanks in both zones, as well as the transmission main capability from the Cajah's Mountain Tanks towards downtown Lenoir.
2. **Whitnel Transmission Main – Preliminary Routing Study** – The City's Low Pressure Zone is limited in capacity and pressure by the age and material of the main transmission main. A proposed project has been on the CIP for years to replace the aged, cast iron 20" water transmission main for both reliability and increased capacity in this pressure zone. This task would involve the preliminary routing of a new 24" or larger water main from the water treatment plant to the Sawmills area in order to develop a preliminary opinion of probable costs, permitting requirements, and scope of easements that would be expected for this project.

3. **Divisional Valves** – The water distribution system includes many “divisional valves” and a few pressure reducing valves that separate the High and Low Pressure Zones. The condition and open/close status of these valves are unknown. As water demands increase, the ability to know and control flow between these pressure zones will become more critical. This task would evaluate a methodology, preliminary detail, and estimated cost for adding automated control valves at these locations. This would allow divisional valves to be replaced/upgrade in the future on a valve-by-valve basis.
4. **Finley Area / “Medium” Pressure Zone** – The City desires to address pressure and supply issues in the West End / Freedman area, including fire flows. This project appears on the City’s Capital Improvements Plan (CIP) for the near future. One path to address these issues is to create a new pressure zone for the targeted area. This task would involve the preparation of a Preliminary Engineering Report (PER) to evaluate up to three (3) alternatives (one including a solution that could also benefit an industrial customer), preliminary opinions of probable costs, and a recommendation for this project. The PER for this project was included on the CIP for Fiscal Year 2018-19.
5. **Water System Interconnect Evaluation** – The City desires to evaluate the feasibility of potential future interconnects with nearby water systems including Granite Falls, Hickory, and Morganton. This preliminary evaluation would include a limited review of water treatment capacity, system locations, elevations and hydraulics, and water system layout for these nearby water providers. After reviewing background information and capacity, a skeletonized water model would be prepared to determine piping, pumping, and storage requirements to transfer water between the systems. Rough Order of Magnitude (ROM) costs would be prepared for feasibility and comparison purposes.

Coordination and/or meetings with water suppliers would **not** be included, and would be considered additional services if requested. The basis for the evaluation would be publicly available information and any additional information provided by the City of Lenoir.

McGill Associates will review preliminary findings of these tasks with City staff at key points for feedback and revisions before finalizing the results and recommendations.

Basis for Compensation:

Based on our understanding of the project scope, we propose to provide our services for the **lump sum fees** shown below.

Mr. Scott Hildebran
October 10, 2018
Page 3 of 3

<u>Task</u>	<u>Fee</u>
1. Transmission Main Capacity Evaluation	\$12,000
2. Whitnel Transmission Main – Preliminary Routing Study	\$10,000
3. Divisional Valve Improvements	\$8,000
4. Finley Area / “Medium” Pressure Zone	\$35,000
5. Water System Interconnect Evaluation	\$19,000

McGill Associates will invoice on a monthly basis as work progresses. Please note that these fees do not include environmental assessments, permitting services, surveying, design phase services, bidding and award phase services, construction phase services, geotechnical exploration costs, or legal costs.

If you find this proposal acceptable, please sign and return the attached consulting services agreement as your authorization to proceed. We appreciate this opportunity to be of service to the City of Lenoir and look forward to working with you and your staff on this important project.

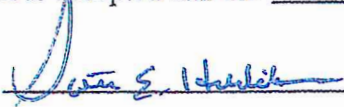
Sincerely,
MCGILL ASSOCIATES, PA


DOUGLAS CHAPMAN, PE
Hickory Office Manager

Attachments: Basic Fee Schedule
Consulting Services Agreement

CITY OF LENOIR – ACCEPTANCE

This proposal is accepted this the 17th day of October, 2018

Signature: 

Printed Name: Scott E. Hildebran

Title: City Manager



BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00

Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 20____ by and between the City of Lenoir hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. **Scope of Services:** McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. **Standard of Care:** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. **Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. **Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. **Compensation:** The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. **Personnel:** McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. **Opinions or Estimates of Cost:** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. **Termination:** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written

notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. **Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. **Assignability:** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. **Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. **Ownership of Documents:** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. **Excusable Delay:** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. **Indemnification:** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:**

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

Client: City of Lenoir
Authorized Signature:

Name: Scott Hildebran
Title: City Manager
Address: Post Office Box 958
Lenoir, North Carolina 28645

McGill Associates, P.A.

Name: Douglas Chapman, PE
Title: Hickory Office Manager
Address: 1240 19th Street Lane, NW
Hickory, North Carolina 28601

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, OCTOBER 23, 2018
8:30 A.M.**

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

City Manager Hildebran, City Clerk Cannon, Public Information Officer Harris, Police Chief Phelps, Fire Chief Hair, Economic Development Director Horn, Finance Director Bean, Recreation Director Story, Planning Director Wheelock, Public Utilities Director Thomas, Public Works Director Wright.

ABSENT: Councilmember Jonathan Beal.

OTHERS: Virginia Annable, *News-Topic*, Andy Honeycutt, MeterSys.

I. CALL TO ORDER

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

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

A. Public Utilities/Public Works

1. Update; MeterSys: Public Utilities Director Radford Thomas introduced Andy Honeycutt, Representative with MeterSys, who was present at the meeting. Director Thomas explained that the City has discussed over the years the need for a utility meter reading system. One of the main objectives has been to identify the best method and technology for transitioning to a more automated meter reading system to improve efficiency and accuracy and develop better opportunities for our customers to manage their utility account information. The City contracted with MeterSYS – Advanced Metering Solutions to undertake a complete analysis of our metering practices and the feasibility of utilizing advanced metering technology. MeterSys has assisted with solicitation of bids for AMI system and is developing the bid tabulation. Six vendors submitted proposals.

The next step is implementation of the software followed by meter installation. The entire project will be an eighteen to twenty-four month process. It was noted that Staff would also have the option to build a customer data file followed by a customer portal site.

A brief discussion was held regarding cellular coverage with Director Thomas stating the City needs to make sure this technology will work in some of our geographical areas.

Note: This item will be placed on the November 20 Agenda for consideration of approval by City Council.

1. Public Utilities Director Radford Thomas updated City Council on the following items:
 - a) Work continues on the two improvements projects at the Water Treatment Plant.
 - b) Reported there are sinking issues at the Cahjhs Mountain Pump Station and most of the concrete work to correct this issue has been completed. Improvements will be made to the inside of the pump station next.
 - c) The two Engineering Service Agreements between the City of Lenoir and McGill Associates will assist the City with future water treatment plant improvements and distribution system improvements. Director Thomas stated these agreements will also help the City advance items on the City's Capital Improvements Project List (CIP).
 - d) Reported Staff will be traveling to Tennessee to view how a dryer system for the Bio-Solids project functions in a municipal setting. The City accepted a State Revolving Loan in the amount of \$6,000,000 on June 19, 2018 and Director Thomas stated he would be checking with the state to see if the remaining balance of \$1,500,000 could be used for additional improvements projects.
 - e) Reported he met with NCDOT officials regarding the installation of a water line across the Taylorsville Road and noted the project can be done without disrupting service to the area.
 - f) Reported the first Phase of the Brownfields Project will begin at the former City Service Cleaners facility.

On behalf of City Council, Mayor Pro-Tem Willis thanked Mr. Honeycutt for attending the meeting.

2. Public Works Director Jared Wright reported on the following items:
 - a) Master Service Agreement- Director Wright explained the Master Service Agreement between the City of Lenoir and McGill Associates provides for engineering services on a contractual basis, but stated the agreement does not prevent the City from using other consultants. He also explained the City would not have to go through the Request for Qualifications (RFQ) process for smaller projects. In addition, he mentioned McGill Associates has updated their billing rates.

A copy of the Master Services Agreement is on file in the City Clerk's office.

Motion

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to approve the Master Services Agreement as recommended by City Staff.

- b) Update; Rights-of-Way Encroachment Agreement; City of Lenoir and Charter

Communications Properties, LLC: Director Wright stated it is the intent of the City to allow energy or cable providers access to our rights-of-way, but he mentioned the City needs a more defined process for reviewing what may be placed in its rights-of-way in order to simplify the process for utility providers. The three activities as referenced in the encroachment agreement with Charter include expansion projects, service drop installations and maintenance activities.

A copy of the Right-of-Way Encroachment Agreement is on file in the City Clerk's office.

Director Wright explained the agreement allows the City to have a documented process in place for Charter to submit for permission to encroach upon or in the City's rights-of-way for municipal public streets, roads, greenways, water drainage ways and/or sidewalks in order to expand its current system by installation of additional underground and above-ground facilities. In addition, he clarified the term of the proposed Master Encroachment Agreement is thirty years and noted the agreement also includes a \$3,000,000 bond.

Councilmember Perdue asked that insurance requirements be clarified to include specific policies and liability limits for those policies. He also commented the City needs to have some type of agreement in place for average users.

Motion

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to approve the Right-of-Way Encroachment Agreement as amended and as recommended by City Staff.

- C. Director Wright updated Council on the following items:
 - 1) Reported he met with the utility owners for the Hospital Avenue Sidewalk Project regarding relocating the utility poles and a Coordination Meeting is scheduled for November.
 - 2) Five streets have been paved out of the City's fifteen locations on its paving schedule.

IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, October 11. Kaylynn Horn, Economic Development Director, reported the Board approved the annual audit report. Also, she stated several members would be attending the annual conference in November. The Board further approved a \$1,000 expenditure for billboard advertisement and also hired a consultant for a half-day strategic planning session for Board members.
- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, October 11. Kaylynn Horn, Economic Development Director, presented a report of current activities.

Director Horn shared the annual Smoking in the Foothills Barbeque Festival was very successful with a large attendance. She mentioned the participants complimented our City and City Staff for all their preparation for the event. She remarked numerous volunteers from area churches and others helped out during the festival. In addition, she reported the annual Pumpkin Patch Parade will be held on Friday, October 26.

Next, Director Horn stated several downtown properties have been sold including the former Williams Produce, and the former Loes Brewery. Also a new boutique has opened downtown. Director Horn thanked all of the Department Heads for all of their support.

C. Planning Board: The Planning Board met on Monday, October 22. Planning Director Jenny Wheelock presented a report of current projects.

1. Conditional Use Permit (CUP); 1015 Ashe Avenue: A quasi-judicial public hearing will be held on Tuesday, November 20 to consider a Conditional Use Permit for property located at 1015 Ashe Avenue for a proposed 3-unit multi-family development, known as the Education Foundation Teacherage.
2. Reported the Board of Adjustments met and approved a variance for property located on Westview Street.
3. Director Wheelock reported the owners of the former Camelot facility located across from 211 Arrowood Street has inquired about selling the property which is currently zoned as R-12 and R-15 Residential in order to construct multi-family apartments. This step requires a Conditional Use Permit and Director Wheelock explained the facility was previously zoned for “golf course” use with a “club house” and not a restaurant. She stated she informed the applicant they could apply for a Conditional Zoning District thereby creating a by-right multi-family district. She remarked they could also establish buffers and legalize some type of restaurant use for the site. It was noted the Conditional Use Permit approved in 2003 has expired.

In addition, Director Wheelock mentioned there is a right-of-way for Faw Street that was required to be opened as a part of the conditions in 2003. City Council also directed Staff to conduct a traffic study at that time, but because the project didn’t move forward, she stated she could not find a record of any traffic study being completed by Staff. Director Wheelock explained this step is typically the responsibility of the developer and asked Council if they wished to proceed with this request.

Councilmember Rohr asked if the City has ever allowed by-right multi-family housing before with City Manager Hildebran replying there were several locations for multi-family housing located around the City that might be worth exploring. The Planning Department will review the matter and bring forth a recommendation.

Following a brief discussion, City Council was in consensus to proceed with this request.

4. Director Wheelock informed Council that an applicant has discussed a possible request to place a 160-foot cell tower on City owned property and stated the City of Lenoir's zoning requirement is 110-feet. She shared Caldwell County officials recently increased their height requirement for cell towers from 110-feet to 195-feet, but stated she thinks 195-feet is too high.

Director Wheelock stated the City's Code of Ordinances would have to be amended to reflect a new height regulation and asked Council if they wished to move forward with this request. Following a brief discussion, City Council was in consensus to proceed with amending the City's ordinance to increase the cellular tower requirements from 110-feet to 160-feet as requested by City Staff.

As information, Director Wheelock reported the Planning Department has issued 101 permits so far this year.

- D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, October 15. Minutes of the meeting were submitted as information. Kenny Story, Recreation Director, presented the following report.

- 1) The annual Halloween Carnival will be held at the Martin Luther King, Jr. Center on Wednesday, October 31 from 5:30 p.m. – 8:00 p.m. for youth ages 12 and under.
- 2) Meleah Mikeal Half-Marathon will be held on Saturday, November 3 at the Aquatic & Fitness Center beginning at 9:00 a.m.
- 3) Reported they are currently signing up participants for the youth basketball and wrestling programs.
- 4) The ongoing improvements project at the J. E. Broyhill Park will be completed this week followed by the paving of the parking lot.
5. Director Story reviewed the list of rules and regulations for users of the J. E. Broyhill Park. These rules will be posted at the park. (A copy of the rules are attached to these minutes as information).

- E. Financial Summary: Finance Director Bean reviewed the Financial Summary as of September 30, 2018. The over/under balance in the General Fund is \$6,596,690.32, Downtown District (\$33,133.78), and Water & Sewer Fund \$1,068,569.73.

A copy of the September financial summary and Tax Collection Report are attached to these minutes as information.

- F. Pay Re-Classifications: Director Bean presented a list of pay re-classifications for Council's consideration of approval. (A copy of the re-classifications are attached to these minutes as information).

Director Bean explained when an employee resigns or retires; the position is re-evaluated to see whether changes may be made to make it more efficient. As

information, she reviewed the proposed re-classifications as follows:

- 1) Police Department – Narcotics Sergeant to Narcotics Lieutenant
Patrol Officer to Sergeant (Downtown and Traffic Control)

Part-time IT Tech-Crime Analysis changed to Full-Time to meet new state reporting requirements.

Part-Time IT Tech-Crime Analysis to Full-Time IT-Tech-Crime Analysis

Title Changes w/Same Salary as follows for Police Department:

Detective-Narcotics to Sergeant-Logistics Officer

Sergeant-Platoon C to Sergeant-SRO

- 2) Grounds –Laborer to Equipment Operator
Labor Supervisor to Recreation Landscaper

- 4) Planning – Administrative Assistant to Planning Technician

Motion

Upon a motion by Councilmember Rohr, Council voted 6 to 0 to approve the above list of Re-Classifications as presented by City Staff.

- G. Tax Releases/Refunds: Finance Director Donna Bean presented a list of Tax Releases/Refunds for consideration of approval by City Council. (A copy of the Tax Releases/Refunds is attached to these minutes as information).

Director Bean stated the releases and refund request are due to overpayments or the property was split. She reminded Council they have to approve all releases and refunds over \$100.00. In addition, Director Bean stated several of the City's largest taxpayers have paid and the City is on target with its collection rate.

Motion

Upon a motion by Councilmember Thomas, Council voted 6 to 0 to approve the list of Tax Releases/Refunds as presented by City Staff.

- H. Update: Public Communications: Joshua Harris, Public Information Officer, reviewed the highlights of the Communications Reports for September. Activity included 219 social posts, 162 photos, 8 news releases and 4 videos. In addition, he stated there are 656 new followers and the website has experienced 30,312 views. The City's Facebook account experienced 3,844 views and YouTube 41 views.

Mr. Harris also reviewed the pros of changing our website vendor to Civic Plus. He stated they are more user friendly plus they have a Code Red option to send out alerts to the community. He stated the software is less expensive than the City's current system, Everbridge, and the City can piggyback off of Caldwell County's system.

It was the consensus of the Council to move forward with this project.

VI. PUBLIC SAFETY

- A. Police Department: Police Chief Brent Phelps reported the Department has hired three new officers who have experience and they are currently working on promotions within the Department. He also shared the pay rate for officers is getting closer to the market rate.

Chief Phelps stated discussion is ongoing regarding the issue of homeless people in the downtown area. He mentioned that Chief Hair, Public Works Director Jared Wright and he have spoken with Sharon Osborne at Lenoir Emergency Outreach Shelter (LEOS) and she talked with one gentleman who came to the Shelter. Chief Phelps noted Ms. Osborne is trying to find ways to meet the needs of the homeless population.

Next, Chief Phelps reported the Department is working on a modified parking ordinance for the downtown area and will be submitting a recommendation in the near future.

- B. Fire Department: Fire Chief Ken Hair stated he and Staff are excited about the new Fire Station and expressed their appreciation to City Council. Chief Hair also mentioned the foundation cracks that have occurred on the front left side of Station One downtown and need to be repaired. He further shared he will be submitting a proposal for a new HVAC system for Station No. 2 upon receiving additional proposals.

V. OTHER

- A. November Calendar: By consensus of the Council, the calendar for the month of November was approved by Council listing various meetings and events.
- B. Mayor Pro-Tem Willis reminded everyone of the Caldwell is Hiring Event on Thursday, October 25 from 8:30 a.m. until noon at the J. E. Broyhill Civic Center. In addition, he mentioned the North Carolina League of Municipalities Policy Board are reviewing new thing for municipalities.

VI. Adjourn:

There being no further business, the meeting was adjourned at 10:00 a.m.

Attachments



**City of Lenoir
Financial Summary
As of 9/30/2018**



General Fund					
	2018-2019 Budget	9/30/2018	% of Budget	Change from Previous Year	9/30/17
Total Revenue	\$ 17,090,331.00	\$ 12,871,780.52	75%	\$ 1,854,176.54	\$ 11,017,603.98
Expenditures	\$ 17,090,331.00	\$ 4,344,434.82	25%	\$ (76,478.84)	\$ 4,420,913.66
Over/Under	\$ -	\$ 8,527,345.70		\$ 1,930,655.38	\$ 6,596,690.32

Downtown District					
	2018-2019 Budget	9/30/2018	% of Budget	Change from Previous Year	9/30/2017
Revenues	\$ 183,736.00	\$ 2,484.61	1%	\$ -	\$ -
Expenditures	\$ 183,736.00	\$ 41,225.88	22%	\$ 8,092.10	\$ 33,133.78
Over/Under	\$ -	\$ (38,741.27)		\$ (8,092.10)	\$ (33,133.78)

Water/Sewer Fund					
	2018-2019 Budget	9/30/2018	% of Budget	Change from Previous Year	9/30/2017
Revenues	\$ 8,890,000.00	\$ 2,293,011.07	26%	\$ 57,718.43	\$ 2,235,292.64
Expenditures	\$ 8,890,000.00	\$ 1,564,022.43	18%	\$ 397,299.52	\$ 1,166,722.91
Over/Under	\$ -	\$ 728,988.64		\$ (339,581.09)	\$ 1,068,569.73

Tax Releases and Refunds

Oct-18

Tax Releases				
Tax Payer	REF #	Tax Year	Amount	Reason
C&J Auto Sales	1518 & 7751	2014 & 2015	81.24	Business moved outside city limits
Chad Abernathy Trucking LLC	1820	2018	1,761.92	Moved business outside city limits
Chasity Crump	13227	2017	12.03	Overpaid July discount
Christopher and Cindy Wilson	10262	2018	10.59	Property not inside city limits
Debra Hicks	4627	2016	381.88	Transferred overpayment of \$381.88 to 2017 #24725
East Flat Baptist Church	2941	2018	737.98	Property exempt per county
Edward J Abernathy	38	2018	258.87	Vet exemption file did not come through from county
First Impressions Dental Lab	3254	2018	1,700.93	Business moved to granite falls end of 2017
Francotyp-Postalia Inc	3401	2018	19.18	Adjusted value per county
Gonnie Greer	20482	2017	18.16	Transferred \$206.16 payment to Whitnel Woodworks. Released \$4.54 penalty, \$8.50 interest and \$5.12 for July discount. Payment should have been applied to Whitnel Woodworks 2017 #53706 and was applied to Gonnie Greer in error.
Guy Stephen Lucas	4333	2013	18.35	Overpaid August discount
James Davis	2592	2018	8.82	Overpaid July discount
James Davis	2592	2018	264.83	Exemption did not come through from county
Jay Skinner	45341	2017	5.44	Overpaid July discount
Jimmy Hilton III	7061	2017	10.16	Overpaid July discount
Joe Robert Cooke	2240	2016	17.12	Customer paid more than the discount and the discount did not apply.
Larry & Brenda Carlton	1700	2018	264.83	Exemption file did not come through from county
Laura Ward	52144	2017	0.66	Customer paid amount on collection letter
MPI Watson LLC	36154	2015	3.00	Customer paid amount on collection letter
NCDOT	49652	2006	561.96	Property owned by DOT - Exempt
Precision Saw	7605	2016	0.40	Below \$1.00 - Prior year
Ronald Dean Greene	3788	2018	209.80	Exemption file did not come through from county
Ronald Walker - previously under Toua Lee and Xia Thao	5789	2018	143.01	House torn down
Sandra Ossanna	37451	2017	9.35	Transferred \$9.35 from 2017 credit to 2018 taxes
Sheila Auton	355	2018	264.83	Vet exemption file did not come through from county
Sheldon Cox	2340	2018	29.67	July discount did not apply
Susan A Annas	260	2018	264.83	Vet exemption file did not come through from county
Thomas & Angel Causby	1806	2018	264.83	Exemption file from county did not come through
Universal Property	9666	2016	0.01	Below \$1.00 - Prior year
US Bank NA	49137	2008	256.38	Release interest and penalty - Issue at closing
Wayne B Greene	3809	2018	77.90	Per County, exemption should be disabled vet not elderly
West Carolina Freightliner LLC	10002	2018	3,506.77	Adjusted value per county
Total			11,165.73	
Tax Refunds				
Tax Payer	REF #	Tax Year	Amount	Reason
Bounphat Phothichack	31190 & 5896	2017 & 2016	1,608.96	Overpayment
Carolina Lopez Mejia Estela	6452	2018	28.77	Overpayment
Cynthia Ramos	7770	2016	223.83	Overpayment
Linda Templeton	49164	2017	80.00	Overpayment
Mark & Melissa Bolick	53336	2017	64.03	Overpayment
Rosemarie Bradshaw	1078	2016	118.85	Overpayment
Thomas Dunn	15669	2017	12.41	Overpayment
Christopher Ferguson	17017	2017	102.86	Amount Garnished incorrectly
Daniel Todisco	9391	2018	4,350.58	Overpayment
Edward Reece	41205	2018	2,899.67	Overpayment - property split
Betty Buss	38399	2013-2017	1,791.53	Overpayment - property split
Jose Rivera	7987 & 42027	2016 & 2017	385.73	Overpayment
Blanche Reid	09132 1 20	2013-2017	423.50	Overpayment - property split
Total			12,090.72	

Tuesday, October 23, 2018

Tax Releases less than 1.00**Tax Releases**

Tax Payer	REF #	Property ID#	Tax Year	Amount
AIR POWER INC	10549	2015056831	2018	0.05
ALL GOD'S CREATURES	148	2018000625	2018	0.17
AVERETT CAROLYN BERNICE	2021	2017002021	2018	0.08
BAUMBERGER MICHAEL P ATTY	646	2013003114	2018	0.56
BELLA RAE SALON	749	2018003670	2018	0.67
BIVENS SHERRI E	878	2016004271	2018	0.18
BLIZZARD ROBERT P	4558	06199 2 17	2018	0.42
BLUE MOOSE COFFEE LODGE LLC	4603	2017004603	2018	0.88
BOLICK INC	974	09 55 1 11A	2018	0.05
BOLICK JACK E	959	06149 1 15	2018	0.55
BOYD DONNA MOORE	1061	06 42 8 8	2018	0.65
BRITTAIN LARRY A	6081	09132 1 27	2018	0.10
BRITTAIN LARRY A	6082	09132 1 27A	2018	0.12
BRITTIAN LARRY ALLEN	6110	09132 1 32	2018	0.38
BRYANT DAVID E	6808	09 23 5 5	2018	0.32
BUCKNER BENNY DAVID	1402	06 12 5 23	2018	0.32
BUCKNER BENNY DAVID	1403	06 12 5 25	2018	0.32
BUSH INC	1480	06107 1 7	2018	0.14
CALDWELL READY-MIX INC	8111	06 11 1 11	2018	0.12
CALDWELL READY-MIX INC	1538	06 11 1 11	2018	0.24
CAMPBELL ERIC	1579	06176A 1 23	2018	0.69
CARDWELL EDNA KING	1685	2018008753	2018	0.29
CASUBY ARRON DOUGLAS	36785	06 69 1 7	2018	0.58
CHURCH ARLEY RAY	1900	06 72 4 8	2018	0.61
CLARK & CLARK PA	1944	2018010406	2018	0.59
CLUB CAR LLC	11121	2017011121	2018	0.13
COBB KIMBERLY D TRUST	2079	09132 1 22B	2018	0.23
COFFEY ANTHONY W	11198	2017011198	2018	0.24
COFFEY GARY	2109	2018011438	2018	0.07
COFFEY JAMES A	11422	06106 7 6	2018	0.24
COUNSELING GROUP INC THE	12585	2017012585	2018	0.03
CRISP MICHAEL E	2417	09146 1 5	2018	0.16
DAVIS BRADLEY	2574	09 92 3 43	2018	0.88
DELGADO CARLOS	2650	09148 2 42	2018	0.88
DEZERN LINDSEY	46935	06153 1 8	2018	0.08
DIXIE NOVELTY CO	560	2007057990	2018	0.03
DIXIE NOVELTY CO	3103	2012057479	2018	0.03
DIXIE NOVELTY CO	14091	2008014957	2018	0.16
DIXIE NOVELTY CO	3050	2009014450	2018	0.19
DIXON BOBBY	2761	06 21 2 47	2018	0.62
DRILLERS COURT LLC	2828	06 42 7 3	2018	0.36
DULA REVA L	2889	06 7 1 53A	2018	0.22

Tuesday, October 23, 2018

Tax Releases less than 1.00**Tax Releases**

Tax Payer	REF #	Property ID#	Tax Year	Amount
DULA REVA L	2887	06 7 1 65	2018	0.85
DULA ROBERT A	20446	06169 1 9	2018	0.66
DULA ROBERT A	14668	06169 1 9	2018	0.75
DULA ROBERT A	3231	06169 1 9	2018	0.84
ENERGY UNITED PROPANE	16321	2017016321	2018	0.10
FLS SOLAR 60 LLC	3299	2018017451	2018	0.27
G R HAYNES INC	3423	2016018181	2018	0.80
GOODYEAR TIRE & RUBBER CO	19244	2017019244	2018	0.09
GREER JONATHAN	3823	2016020397	2018	0.25
GRIFFIN BERNICE L	20843	06152 2 9A	2018	0.35
GRIFFIN FULMER F & BERNICE L	4009	06152 2 9A	2018	0.20
GRIFFIN JILL H	3953	06 38 1 1	2018	0.01
GWS INVESTMENTS INC	4052	2018021242	2018	0.96
HAAS ROBERT S	4090	09187 1 16A	2018	0.99
HAMBY GARLAN	4188	06 20 2 1	2018	0.24
HAMMOND JENNIFER ROBIN	4219	2016056467	2018	0.08
HARRIS BILLY JOE	4288	06159 1 13	2018	0.28
HARRIS BILLY JOE	4289	06108 2 9	2018	0.68
HARRIS BILLY JOE	4290	06109 4 4	2018	0.73
HEADS UP HAIR DESIGN	4446	2016023730	2018	0.05
HEADS UP HAIR DESIGN	23804	2017023804	2018	0.05
HEADS UP HAIR DESIGN	23920	2015023920	2018	0.06
HICKS SHARON AUSTIN	4659	09202 2 14	2018	0.15
HIGHLAND RANCH ESTATES II LLC	5031	09148 2 56	2018	0.61
HINTON ERIC A	4747	06 18 1 7	2018	0.37
HOFFMAN J DAVID	4775	06114 1 3	2018	0.05
HOLSCLAW MARK S	25695	09 23 5 18	2018	0.85
HONEYCUTT REBECCA	5261	2009025303	2018	0.10
HOOD ROSEMARIE	4900	06104 1 11	2018	0.24
ISGETT DISTRIBUTORS INC	5168	2018027024	2018	0.84
JONES GEORGINA KATHLEEN	56955	2011056955	2018	0.72
KIDD JUDY	5514	06201 2 5	2018	0.94
LENOIR FIRST WESLEYAN CHURCH	5812	06 21 2 62	2018	0.71
MCNEILL JUDY LAWS	6418	09 98 1 5A	2018	0.08
MEDINA RAUL	6445	06 4 1 9	2018	0.29
MICHIE JOHN & MARY	6505	09 49 2 2	2018	0.20
MORROW KRISTIE	35926	06106 7 10	2018	0.15
NORMAN JACK	6985	2016036858	2018	0.04
PATTERSON HERMAN LEE JR	7214	06206 1 25	2018	0.19
PATTERSON HERMAN LEE JR	7213	09 25 1 29	2018	0.21
PRICE RICHARD W	7657	09 63 1 9	2018	0.26
PROJECT RX	56470	2017056470	2018	0.92

Tuesday, October 23, 2018

Tax Releases less than 1.00**Tax Releases**

Tax Payer	REF #	Property ID#	Tax Year	Amount
REYNOLDS ELLEN B	7932	06 64 5 3	2018	0.96
RUSSELL REGINA KAYE	8169	06100 3 22	2018	0.41
SAVANNAH ROSE FORESTRY LLC	8853	06109 4 4A	2018	0.03
SAVANNAH ROSE FORESTRY LLC	8306	06109 4 4A	2018	0.03
SAVANNAH ROSE FORESTRY LLC	43812	06109 4 4A	2018	0.03
SAVANNAH ROSE FORESTRY LLC	8241	06109 4 4A	2018	0.06
SCOTT JANIE HRS COT W SCO &	43730	09 30 1 24	2018	0.94
SCOTT THOMAS WAYNE	43755	09 30 1 29	2018	0.41
SHATTUCK DANIEL K	14415	09 34 2 1	2018	0.01
SHOEMAKER GARY JR	8459	09147 1 67	2018	0.43
SMITH DANIEL MAURICE	45554	06 18 1 38	2018	0.53
SMITH ELECTRIC CO	8634	2018045680	2018	0.18
SPENCER'S GAMEMASTER CO INC	9271	2009045802	2018	0.72
STEPHENS AUTO MART INC	8967	09140 2 7 LH	2018	0.61
STILWELL CECILIA	8974	06 7 1 43	2018	0.09
STILWELL REX RONELL	8977	06 7 1 44A	2018	0.09
STILWELL REX RONELL	8976	06 7 1 63	2018	0.35
STILWELL REX RONELL	8979	06 7 1 51	2018	0.35
STURGILL MARTHA L	47999	06154 1 1D	2018	0.24
SUAREZ ALEXIS	9064	2018048031	2018	0.74
SUDDRETH JANET J TRUSTEE	9089	09 91A 1 6A	2018	0.05
SWANSON MICHAEL A	9153	2016048301	2018	0.08
TOLLEFSON DENISE	10580	2016059530	2018	0.58
TUCKER'S TOWING & AUTOMOTIVE	9596	2016050654	2018	0.09
TUCKER'S TOWING & AUTOMOTIVE	50803	2017050803	2018	0.09
TURNER LEAH	56103	2017056103	2018	0.35
TURNER LEAH	10556	2016056506	2018	0.37
TURNMIRE LINDA KIRBY	9584	2018050940	2018	0.10
UNIVERSAL FINANCE INC	9635	2018051120	2018	0.49
VASQUEZ SHEILA	9695	06147 1 11	2018	0.51
VASQUEZ SHEILA	9694	06148 1 1	2018	0.82
WALSH DANYELLE RENEE	9838	2016051907	2018	0.14
WEST JEFFERSON OFFICE EQPT INC	10007	2018053060	2018	0.04
WESTERN AUTO ASSOC STORE	10094	2014053475	2018	0.30
WILLIAMS JAMES E	10231	06 15 1 12	2018	0.82
WILSON CHRISTOPHER A	10261	09182 1 21	2018	0.94
WILSON MARK EUGENE	10279	06 21 1 10	2018	0.73
WITHERSPOON WILLIAM JEROME	10366	09 28 2 1	2018	0.18
WOODS JOHN ARCHIE	10403	06 80 1 14	2018	0.94
Total				45.67

Tax Releases less than 5.00

Tax Releases

Tax Payer	REF #	Property ID#	Tax Year	Amount
A PLUS ACCOUNTING SERVICES	18	2013000058	2018	4.24
ABERNATHY CHAD DAVID	33	2018000129	2018	4.43
ADDERHOLDT WILL	86	06177 2 6	2018	1.68
ADVANCE STORES COMPANY INC	97	2018000457	2018	4.89
AIR POWER INC	515	2017000515	2018	2.61
AMERIGAS PROPANE LP	194	2018000869	2018	1.07
ANNAS JOHN M	253	09201 1 11	2018	3.00
ANNAS MACHINE SHOP INC	257	2018001346	2018	1.39
ARNETT DOLLY LOU ANN M	1481	09 26 2 14	2018	1.38
ARNETT DOLLY MORNINGSTAR	1485	09 26 2 12	2018	1.07
ASBURY CHARLES JR	1603	2017001603	2018	4.98
BANDON BOUNGNOTH	465	06 42 3 12	2018	1.92
BANDON BOUNGNOTH	464	06 5 2 5	2018	2.43
BANKS SABRINA S	480	06236 1 16	2018	3.01
BANNER STEPHANIE	2281	06 78 1 32	2018	2.67
BARE COY T	498	06165 1 31	2018	4.11
BARKER RICHARD GENE	538	2012057080	2018	4.46
BEACH NEIL D	673	09 89 1 16A	2018	3.53
BEAVER CHARLES LARRY	717	2018003502	2018	4.71
BIGGERSTAFF ELMER T	878	06 35 4 3	2018	4.47
BIOMERIEUX INC	869	2016004229	2018	1.75
BISSELL RENTAL LLC #FRED-2173	894	2018004352	2018	3.73
BISSELL RENTAL LLC #LOW-1509	895	2018004353	2018	3.53
BLANKENSHIP BRUCE	919	06 74 1 13	2018	3.21
BROOKSHIRE WILLIAM A	1191	09184 1 36	2018	4.52
BROWN BILLY G	1179	06198 1 28	2018	3.27
BROWN RONALD P	1262	09 85 1 22	2018	1.31
BRUMIT RESTAURANT GROUP LLC	1358	2018006795	2018	1.49
BRYANT BRADLEY A	1363	09208 1 8	2018	1.27
BUCKNER BENNY DAVID	1404	06 12 5 24	2018	1.90
CADDY SHACK THE	56237	2017056237	2018	4.41
CALDWELL WILBERT	1550	09190 4 12	2018	1.46
CALLE IGNACIO	8228	09148 2 35	2018	1.41
CALLE IGNACIO	8229	09148 2 46	2018	1.41
CANNON REBA A	1616	06 21 2 32	2018	2.90
CAROLINA CONCEPTS	1874	2012009407	2018	4.46
CARROLL NC PROPERTIES LLC	1721	09201 1 7A	2018	1.65
CHANDLER CHRISTOPHER ALLEN	1824	2016009450	2018	3.47
CLARK GINA A	1967	06 19 2 41	2018	1.88
CLARK GINA A	1966	06 17 2 39	2018	2.63
CLARK GINA ARNETT	1968	06 17 2 40	2018	2.79

Tax Releases less than 5.00				
Tax Releases				
Tax Payer	REF #	Property ID#	Tax Year	Amount
CLOONCAN LLC	2074	06 1 7 12A	2018	4.59
COFFEY DEWEY	2103	06 6 1 5	2018	2.85
COFFEY GRANT L	2112	06 70 3 15	2018	3.82
COFFEY TOMMY RAY	11683	06 19 4 12	2018	1.00
COFFEY TOMMY RAY	11684	06 19 4 11	2018	1.16
COFFEY TOMMY RAY	11682	06 20 2 3	2018	1.47
COFFEY'S INSULATION	11715	2017011715	2018	4.86
COMMUNITYONE BANK NA	2199	09191 1 10	2018	1.42
CORPENING ERNEST JAMES SR	2281	06 68 1 88	2018	3.27
CORPENING MINNIE	12491	06 19 2 36	2018	1.54
COX ROY LAWRENCE	2338	06 82 1 37	2018	2.03
CURTIS LAWRENCE W	2501	2018013655	2018	3.23
CURTIS LAWRENCE W	2509	2016013551	2018	3.63
CURTIS LAWRENCE W	13592	2015013592	2018	3.87
DAVIS BRADLEY NED	2577	09 92 3 10	2018	1.03
DAVIS BRADLEY NED	2576	09 92 3 36	2018	4.79
DENT AID INC	2676	2018014516	2018	4.62
DIERDORF ROBIN ANN	14611	2017014611	2018	4.16
DILLARD KEITH DARRIN	2714	2018014685	2018	4.87
DIXIE NOVELTY	2758	2016014727	2018	1.18
DIXON FREDRICK D JR	3067	06 19 2 31A	2018	4.17
DOLGEN CORP	2790	2018014912	2018	2.24
DOLGEN CORP	2788	2018014910	2018	2.84
DOLGEN CORP	2789	2018014914	2018	4.16
DRILLERS COURT LLC	2827	06 42 7 5	2018	1.68
DULA MARY ALDOIRA	2877	09 27 1 16A	2018	3.54
DULA ROBERT A	3242	06169 1 9	2018	1.04
DULA ROBERT A	2940	06169 1 9	2018	1.23
DULA ROBERT A	2897	06169 1 9	2018	1.27
DULA ROBERT A	15464	06169 1 9	2018	1.27
DULA ROBERT A	2890	06169 1 9	2018	1.27
DULA ROBERT A	15477	06169 1 9	2018	1.29
EAST HARPER ST APARTMENTS LLC	2942	2018015859	2018	1.60
ECHEVERRIA DEYSI MARISOL	2964	06 12 10 4	2018	3.25
EDMISTEN KELLY J	2974	09 9 4 1A	2018	4.21
ELROD JACK PARLIER	3029	06 38 1 20	2018	3.58
FOX YVONNE CHRISTINE	3389	06 62 1 31	2018	4.20
FRANCISCO PASCUAL MARTIN	3396	06 15 3 35	2018	3.49
FRAZIER KIMBERLY ANN	3386	2016017925	2018	3.47
FRAZIER KIMBERLY ANN	18095	2015018095	2018	4.05
GILBERT RICHARD LEE	3582	06100 1 7	2018	2.81

Tax Releases less than 5.00

Tax Releases

Tax Payer	REF #	Property ID#	Tax Year	Amount
GRAGG DOLPH HORACE	19386	03 18 1 16	2018	1.50
GRANDVIEW ASSISTED LIVING CTR	3704	2018019638	2018	2.94
GRANT MARVIN	3707	09 25 1 8	2018	4.77
GRAVELY C WAYNE	3709	2018019701	2018	3.53
GREENE DAVID	3742	06100 2 11	2018	3.39
GREENE KEVIN THOMAS	3769	2018020157	2018	4.65
GRIFFITH LEE SCOTT	4033	2013021096	2018	4.31
GRIFFITH LEE SCOTT	4411	2012021646	2018	4.88
GUERRA DOUGLAS ARMANDO	21096	09 31 2 20	2018	2.51
HAGAMAN CHARLES J	4100	06108 3 28	2018	2.70
HAGAMAN CHARLES J	4101	06114 1 3D	2018	3.71
HAGAMAN CHARLES J	4103	06 70 3 9	2018	4.13
HAGAMAN CHARLES J	4099	09131 1 10	2018	4.70
HAGAMAN CHARLES JEFFREY	4107	06114 2 58	2018	1.55
HAGAMAN CHARLES JEFFREY	4105	06201 3 2A	2018	3.22
HAGAMAN CHARLES JEFFREY	4110	09131 2 4	2018	3.94
HAMBY AMY SCOTT	4228	2013022184	2018	3.32
HARRIS JEAN G	23190	09 60 1 18	2018	4.09
HATLEY VANDA C	4390	09206 3 6	2018	2.44
HEDDEN WILLIAM ETAL	4461	06111A 1 25	2018	2.81
HEDDEN WILLIAM ETAL	4462	06111A 1 33	2018	2.94
HEDRICK RICHARD H	4478	2018023839	2018	3.33
HELTON BRENT ANTHONY	4501	2018023950	2018	4.52
HENDRIX BILLIE WHITE	4523	2016056129	2018	3.10
HICE GAYLE	4650	09 8 2 11	2018	3.15
HICKS RONALD L	4656	06237 2 4	2018	4.63
HILLTOP REST HOME INC	24968	09 32 1 2C	2018	2.79
HILTON JIMMY E SR	4734	09180 2 9	2018	3.53
HODGES PATRICIA COLE	4771	06198 1 26	2018	1.72
HOLLAR BRYAN	5224	06236 1 24	2018	1.80
HOLSCLAW NELSON B	4869	06 42 3 11	2018	2.29
HORTON ZAN DUELLA	25981	2017025981	2018	4.05
HORTON ZAN DUELLA	4947	2016025926	2018	4.79
HOWELL WADE S SR	26194	06151 1 53	2018	2.70
HOWELL WILLIAM MONROE	26204	2017026204	2018	3.63
HOWELL WILLIAM MONROE	5024	2016026142	2018	4.06
HYG FINANCIAL SERVICES INC	5109	2018026717	2018	4.85
ICENHOUR KENNETH H	5119	06235 2 25	2018	4.71
IDEXX DISTRIBUTION INC	5133	2018056522	2018	1.45
INDOOR DIRECT INC	26871	2017026871	2018	4.22
INDOOR DIRECT INC	5135	2016026782	2018	4.52

Tax Releases less than 5.00				
Tax Releases				
Tax Payer	REF #	Property ID#	Tax Year	Amount
INDOOR DIRECT INC	27018	2015027018	2018	4.88
INDOOR DIRECT INC	5148	2014026949	2018	4.89
INGRAM KENNETH DALE	5556	2012027669	2018	4.98
JOHNSON CHARLES MARVIN	5309	06153 1 1A	2018	1.55
JONES J HOUSTON HEIRS	5366	09 30 1 16	2018	2.22
KEYS TO THE JUNGLE LLC	28813	09 7 2 10A	2018	4.47
KILLIAN RAYBURN DUANE	28907	06199 2 1	2018	2.67
KIRBY DANIEL DOUGLAS	5580	06184 1 12	2018	4.61
KIRBY DAVID RALPH	5932	09 55 2 5	2018	1.13
KIRBY DAVID RALPH	5993	09 55 2 5	2018	1.26
KIRBY DAVID RALPH	29461	09 55 2 5	2018	1.26
KIRBY DAVID RALPH	6009	09 55 2 5	2018	1.30
KIRBY DAVID RALPH	5616	09 55 2 5	2018	1.30
KIRBY DAVID RALPH	5595	09 55 2 5	2018	1.35
KIRBY DAVID RALPH	29386	09 55 2 5	2018	1.35
KIRBY DAVID RALPH	5580	09 55 2 5	2018	1.35
LEWIS TAVIO D	5863	06 15 2 15	2018	3.71
LINGERFELT MICHAEL LEE	5883	09187 1 35	2018	4.71
LOVINS DIANE W	5988	06 41 1 6	2018	2.85
MALTBA TIMOTHY NATHAN	32279	2017032279	2018	1.61
MCCANN MARK STEVEN	6294	06 1 7 12B	2018	4.28
MEEDO'S	6937	2012034839	2018	4.46
MEEHAN GABRIEL JOSEPH	34172	06 7 1 25	2018	4.51
MERVIN CIRA SUTTON	6475	06 68 1 90	2018	3.44
MI CARRETA	6494	2018034406	2018	3.28
MICHAELS SHANNA ELIZABETH	6538	2013034521	2018	4.20
MICHAELS SHANNA ELIZABETH	6984	2012035072	2018	4.75
MIDWAY HAIR STYLES	6513	2018034487	2018	3.65
MILLER DEAN	34658	06 17 1 5	2018	1.28
MINTON HORACE A	35159	06158 1 1	2018	4.63
MORROW RUBY GORDON	6806	2013035985	2018	4.24
NCR CORPORATION	6862	2018036489	2018	4.24
NELSON WILLIE W JR	6907	06157A 3 13	2018	2.84
NGO QUEENA	6934	09 22 1 35	2018	2.43
NGO QUEENA	6933	09 22 1 34	2018	2.47
NGO QUEENA	6932	09 22 1 36	2018	3.04
NORMAN AGNES V	6969	06 72 4 2	2018	1.71
NORMAN AGNES V	6970	06 72 4 1	2018	2.80
OGBORN RICKY LEE	7042	2018037241	2018	3.53
PAZ LOURDES BELINDA	7251	06 19 3 6	2018	4.23
PENA-STAR	38300	2017038300	2018	1.68

Tax Releases less than 5.00				
Tax Releases				
Tax Payer	REF #	Property ID#	Tax Year	Amount
PETERS EDWIN D	7358	2016038583	2018	4.42
PRICE JEFF HORTON MRS	7648	06 19 2 45	2018	2.13
PROPST FLOYD D	7697	09183 1 1	2018	4.21
PUTMAN ROSA L	7719	09 18 1 6	2018	4.05
R & R ENTERPRISES	7744	06 35 6 3	2018	4.49
RANGEL JOSE & DOLORES NUNEZ	7778	06100 1 4	2018	2.77
RECLAIMED LUMBER & BEAMS LLC	7805	2018041142	2018	1.21
REID DON AVERY	7855	09136 1 7B	2018	2.04
RESENDIZ-CHAVEZ MELITON	7916	03 18 2 18	2018	4.49
RHODES MELISSA	7939	09 71 1 7	2018	1.73
ROBBINS MARY R	8031	09158 1100	2018	1.71
ROBERTS BILLY WAYNE	42229	09 29 1 5A	2018	1.15
ROCOCO RIONEL	8091	2018042698	2018	4.04
RODRIGUEZ-CARDENAS JOSE SANTOS	8106	06 6 4 15	2018	4.25
SANDRAS BEAUTY SHOP	8229	2018043468	2018	3.05
SAVANNAH ROSE FORESTRY LLC	8250	06109 4 4A	2018	3.53
SAVANNAH ROSE FORESTRY LLC	43556	06109 4 4A	2018	3.81
SAVANNAH ROSE FORESTRY LLC	8538	06109 4 4A	2018	4.86
SETZER JOHNNIE B JR	8375	09141 1 4	2018	3.72
SHELTON VADER JR DDS	44371	2017044371	2018	3.60
SIGMON MARSHALL WAYNE	8502	09 98 1 6A	2018	3.53
SIME STEPHEN TYLER	8518	09 85 1 1	2018	3.73
SIME TYLER	8520	09 93 3 9	2018	4.86
SIMMONS THOMAS J	8530	06 12 5 28	2018	1.30
SIMPSON JULIANNA N	8540	09 31 3 14	2018	2.29
SMITH EARL J JR	45616	09 31 4 13	2018	1.64
SMITH KEITH ELLIOT	8666	2018045861	2018	3.89
SMITH KENNETH EDWARD TRUSTEE	8668	06174 1 10	2018	1.35
SPRING COMMUNICATIONS	8827	2018046754	2018	2.75
STAINES NORMAN S	8846	03109 1 61	2018	2.01
STALLINGS SPENCER B	8874	09187 1 26	2018	4.12
STAPLETON RICHARD LEIGHTON	8886	06 37 5 6	2018	4.71
SWANSON VICKIE CORRELL	48467	09131 1 17	2018	3.23
TIMEPAYMENT CORP	9382	2018049697	2018	2.02
TOWNSEND KENNETH F	9439	06235 2 16	2018	4.33
TYREE LAURIE J	9607	06201 1 2	2018	2.84
VISION PROPERTY	9741	06235 2 30	2018	2.12
VU THANH CHI	9750	06 62 1 16	2018	2.82
WALKER GARRETT A	9778	09143 1 32	2018	1.09
WALLACE JOSEPH	9811	2018051941	2018	3.16
WARREN DOUGLAS RICHARD	9867	06 5 6 8	2018	2.51

Tax Releases less than 5.00

Tax Releases

Tax Payer	REF #	Property ID#	Tax Year	Amount
WATERS EDWARD ALAN	9887	09 79 1 2	2018	1.77
WATSON ROSS JEROME	10629	06 74 1 30	2018	1.13
WATSON ROSS JEROME	10050	06 74 1 30	2018	2.55
WATSON ROSS JEROME	10014	06 74 1 30	2018	3.23
WATSON ROSS JEROME	52971	06 74 1 30	2018	3.23
WATSON ROSS JEROME	9965	06 74 1 30	2018	3.23
WATSON TOIE RENEE	10060	2013053097	2018	4.66
WELLS FARGO ADVISORS LLC	9975	2018052940	2018	3.33
WESTERN CAROLINA PIZZA	10030	2018053139	2018	3.87
WHISNANT PENNY SUE	10070	03 18 2 8	2018	4.14
WHISNANT REBECCA ELIZABETH B	10072	09 82B 1 3	2018	1.71
WHISNANT REBECCA ELIZABETH B	10073	09134 1 21	2018	3.95
WILSON MARK EUGENE	10277	06 21 2 29	2018	1.11
WILSON WESLEY WAUGH	10298	2018054778	2018	4.17
WINEBARGER GLENN WILLIAM	10311	06236 2 13	2018	3.50
WINEBARGER ODELL	10321	09208 1 4	2018	1.05
WINKLER CHARLES T JR	10327	2018054897	2018	3.53
WOODS LEONARD VERNON	10412	06 16 2 28A	2018	4.71
WOODSMITHS HOLDINGS LLC	55412	2017055412	2018	3.45
YOPP EMILY CARPENTER	10478	09 66 1 5	2018	4.41
ZUNIGA FERNANDO D	10522	03 20 1 4	2018	4.44
Total				692.29

Recommendations						
To Be Effective 11/26/2018						
Department	Current Title	Proposed Title	Current Years Budget Impact	Recommendation	Current Grade	Proposed Grade
Re-classifications						
Recreation						
Grounds	Laborer	Equipment Operator - Grounds		Converting Laborer position to Grounds Equipment Operator to reflect job responsibilities	13	15
Grounds	Labor Supervisor	Recreation Landscaper		Converting Labor Supervisor to Recreation Landscaper to allow the Turf Manager to delegate additional responsibilities to Recreation Landscaper and recognizing responsibilities assumed regarding equipment maintenance now being performed by grounds staff.	18	21
Planning						
Planning	Administrative Assistant	Planning Technician		Convert Administrative Assistant position to Planning Tech/Code Administrator to better reflect employee's responsibilities.	18	23
Police Department						
NARC	Sergeant -NARC	Lieutenant -NARC		Converting Narcotics Sergeant to Narcotics Lieutenant position to better reflect job responsibilities and eliminating equivalent of NARC Sergeant position.	24	26
Platoon C	Patrol Officer's Position	Sergeant - Downtown and Traffic Control		Converting vacant Patrol Officer's position to a Sergeant and split C Platoon into two areas - SROs and Downtown/Traffic Control. This will allow for the expansion of the Platoon should additional SROs funding become available and provide focused oversight of coverage for downtown traffic and activity.	21	24
Support	PT IT Tech-Crime Analysis	IT Tech - Crime Analysis		Convert Part-Time position to Full-Time - This position was originally a full-time position but the previous employee in this position could only work part-time. Over time, 1/2 of the position was removed from the budget without being requested by the Police Department. This position is needed to be full time to meet the new state reporting requirement, the growth in data, and the new alarm registration program.	n/a	19

Recommendations						
To Be Effective 11/26/2018						
Department	Current Title	Proposed Title	Current Years Budget Impact	Recommendation	Current Grade	Proposed Grade
Title Changes - Same Pay Grade						
Police Department						
Support	Detective -Narcotics	Sergeant - Logistics Officer		Convert vacant Narcotics Detective's position to Logistics Sergeant. This structure was used previously but the workload was re-allocated to the captains. Based on evaluation, it has been determined that it is more efficient to have one central point of contact who handles all logistics and can evaluate purchases for cost saving and efficiently. This will allow the captains to better utilize their time serving their employees and citizens.	24	24
Platoon C	Sergeant - Platoon C	Sergeant - SRO		Title Change for Sergeant - C Platoon - due to splitting C Platoon into two areas - SROs and Downtown/Traffic Control. This will allow for the expansion of the Platoon should additional SROs funding become available.	24	24
Total Change			(18,753.77)			

General Statement of Duties

Performs responsible for semi-skilled duties in the maintenance and care of the City's parks and grounds.

Distinguishing Features of the Class

An employee in this class performs a variety of semi-skilled tasks involving equipment operation and manual labor. Employee serves as the lead operator in mowing and landscape maintenance. Work involves operating light equipment, performance of varied horticultural tasks; cleaning grounds and facilities; and equipment maintenance. Judgment and initiative are required. Employees must be able to perform manual labor, as well as semi-skilled duties, and assure that workers abide by safety rules and regulations. Work subjects the employee to inside and outside environmental conditions, noise, vibration, hazards such as fumes, odors, dust, mists and oils. Examples of duties include operating mowing equipment, weed control, and landscaping, as well as performing preventive maintenance on mowers and equipment.

Knowledge, Skills, and Abilities:

Must have working knowledge of tools and equipment, ability to perform heavy manual work in varying weather conditions, ability to drive a tractor, ability to understand and interpret simple oral and written instructions, and ability to maintain effective working relationships with coworkers.

Duties and ResponsibilitiesEssential Duties and Tasks

Works on the maintenance of parks and grounds; assures that work is accomplished according to departmental and safety standards and in a timely manner; provides input to supervisor on performance and equipment issues.

Operates riding and tractor mowers to cut grass a significant percent of time; and utilizes hedge trimmers, chain saws, weed eaters, and other hand tools.

Performs varied landscaping tasks such as cutting up and trimming shrubs and trees, watering and fertilizing, planting, flower bed maintenance, mulching, sowing grass, weeding beds, and removing snow.

Blow, rake and pick up leaves in parks, and city grounds; hauls to compost pit.

Applies pesticides; may work under supervisor's license.

Performs preventive maintenance on equipment.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection GuidelinesKnowledge, Skills and Abilities

Considerable knowledge of the methods, tools, and equipment utilized in semi-skilled work in grounds and parks.

Working knowledge of the work hazards, related liabilities, and applicable safety standards associated with assigned work.

Tuesday, October 23, 2018
Working knowledge of the concepts and philosophy of teamwork and ability to work effectively as part of a team.
Skill in the operation of assigned vehicles, equipment and tools.
Ability to understand and follow oral and written instructions.
Ability to establish and maintain effective working relationships with other employees, superiors, and citizens.
Ability to engage in varied landscaping manual labor tasks.
Ability to exercise courtesy and tact in dealing with the public.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, , stooping, kneeling, standing, crouching, crawling, reaching, walking, pushing, pulling, lifting, grasping, feeling, talking, hearing, and repetitive motions.
Must be able to perform medium heavy work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
Must possess the visual acuity to operate small power and hand tools; to operate machinery and vehicles, and to make visual inspections of completed work to determine neatness and thoroughness.

Desirable Education and Experience

Graduation from high school and some related experience including related equipment operation and supplemented with supervisory training.

Special Requirement

Possession of a valid North Carolina driver's license.

Lenoir
2018

General Statement of Duties

Performs responsible technical and semi-skilled landscape work in the design, layout and maintenance of the Parks and Recreation Walking Trail and other department grounds.

Distinguishing Features of the Class

Responsible for the total maintenance and upkeep for City of Lenoir's parks and grounds. Responsible for the mowing, planting of annuals, perennials, and their upkeep. Responsible for maintenance of high profile areas of the City, as well as assisting the Sports Turf Manager supervise the grounds crew when needed. Perform routine and heavy manual work of a semi-skilled to skilled nature. Examples of duties include, but are not limited to, operating mowing equipment, edging, trimming, and blowing of all areas and advanced preventive maintenance on equipment.

Duties and Responsibilities

Essential Duties and Tasks

Designs layout for flower beds and installs designs; identifies and obtains necessary plants; leads and participates in pruning, edging, planting, transplanting, fertilizing, spraying, and general care of plants and trees.

Plants flowers and shrubs; trims small trees and shrubs; mows and weed eats and trims around walking trail;

Applies seeds, lime and fertilizer; sprays varied insect and fungal chemicals and weed control.

Operates landscaping tools and equipment as needed.

Maintains flower beds; tills up beds and plants based on layout design and selection available; selects flowers and sets out flowers according to spacing and growth requirements.

Order materials and supplies; prepares budget requests.

Blows leaves and picks up trash.

Maintains walkways and pathways; checks for loose boards; clears overgrown trees and shrubs.

Trims plants and shrubs following blooming season.

Assists public works with maintaining ponds; pull the pump, remove filter and clean or replace; pull filter screen from the lake using a rope and clean off debris; keep filters clear of leaves.

May assists with department in preparing facilities for special events; sets up and takes down tables and other equipment; removes trashcans and removes trash.

Responsible for maintenance of high profile areas of the City.

Assists the Sports Turf Manager supervise the grounds crew when needed.

Perform routine and heavy manual work of a semi-skilled to skilled nature, including advance preventive maintenance on equipment.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Considerable knowledge of landscaping and horticulture as applied to public grounds, operations and facilities.
Considerable knowledge of the species of grass, flowers, shrubs, and trees grown in the area, their planting, time, propagation, and their soil requirements.
Considerable knowledge of pesticides, herbicides, and other chemicals used for and their safe and effective applications.
Considerable knowledge of the occupational hazards and related safety precautions.
Working knowledge of City's purchasing, and budgeting policies and procedures.
Skill in the use of landscaping equipment and tools.
Skill in the use of plants, colors, and shapes of beautification designs.
Ability to establish and maintain effective working relationships with employees, supervisors, and the public.
Ability to communicate effectively in oral and written forms; ability to write reports and maintain records.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.
Must be able to perform heavy work exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
Must possess the visual acuity to prepare planting designs, to operate landscaping equipment, to determine the accuracy, neatness and thoroughness of work assigned and to perform cleaning.

Desirable Education and Experience

Graduation from a community college with a two year associate degree in horticulture, landscape architecture, turf management, forestry, or related field; or an equivalent combination of education and experience.

Special Requirements

Possession of a valid North Carolina driver's license.
Possession of the appropriate certification issued by North Carolina required to apply pesticides and herbicides.

Lenoir
2018

Performs a variety of complex administrative support tasks, office management, and technical assistance to the Planning and Community Development Department and a variety of citizen advisory boards, requiring a comprehensive understanding of the Planning department's mission, rules, regulations, procedures, and services.

Distinguishing Features of the Class

An employee in this class provides technical and administrative support to the Planning Director related to the administration of the Lenoir Zoning ordinance, other land development codes, and Planning and Community Development programs. The employee performs public contact, administrative office management duties, and board support to relieve the manager of operational detail. Work includes composing reports and correspondence; screening and independently handling a variety of inquiries by telephone and in person; setting up and attending meetings; coordinating functions or activities, interpreting ordinances, issuing zoning permits and zoning verification letters, and maintaining a variety of records and files. Work is characterized by its variety and complexity and requires considerable analytical ability and organizational knowledge of applicable policies, procedures, and programs. The employee must exercise considerable independent judgment, discretion, and initiative in completing assignments and in handling difficult public contact situations requiring considerable tact. Work is typically performed under limited supervision of the department head and is evaluated for quality and effectiveness of work by observation, reports, and feedback from staff and the general public.

Essential Duties and Tasks

Plans and organizes the administrative work flow of the office to accomplish needs; identifies and develops databases, spreadsheets and other records management systems; creates files, notebooks, forms and correspondence based on limited instructions; edits databases and spreadsheets for custom applications; prepares charts and graphs using spreadsheet and/or presentation software; reviews work for compliance with instructions and proofreads final product.

Serves as secretary to the Planning Board and the Board of Adjustment; prepares agendas and board packets; arranges meetings, conferences and retreats; coordinates scheduling, advertising, noticing, and posting in accordance with state laws for time-sensitive public hearings; attends meetings and hearings; takes meeting notes or minutes, transcribes and distributes; follows up on actions as requested.

Advises the general public, applicants, and their attorneys and representatives on zoning, subdivision, floodplain, stormwater, and minimum housing rules, under the guidance of other departmental staff and the department head; reviews and issues simple permit applications for compliance with the City of Lenoir Code of Ordinances (residential additions, accessory structures, signs, etc.); writes zoning verification letters; coordinates zoning review with Caldwell County Building Inspections staff.

Conducts research under the direction of the Planning Director related to historic land use and ownership, using publicly available information through conducting public records searches and review of historic case files, maps, and meeting minutes.

Drafts and composes correspondence and prepares a variety of scheduled and special reports for senior management; reviews and verifies records and reports for correct information; identifies potential inconsistencies and resolves discrepancies; researches files, activity reports and other information; compiles data and statistics and prepares reports; creates or updates policy and procedures manuals.

Provides customer service requiring considerable knowledge of the department's services, regulations and procedures; answers a variety of questions based on program and technical knowledge; selects appropriate materials to answer questions; explains rationale of answer and often resolves problems or complaints without management's assistance.

Minutes Committee of the Whole Meeting
Tuesday, October 23, 2018

26

Assists in tracking budget expenditures and departmental purchasing; processes department revenue generated from user fees; verifies purchase card information and matches receipts to monthly statement; assists in coordinating departmental needs with finance department (check requests, purchase orders, payment of invoices, etc); processes timesheets and leave records.

Handles confidential or sensitive technical information in an appropriate manner.

Serves as a staff liaison to provide administrative and technical assistance to the Downtown Economic Development Director, including as-needed support for the Lenoir Business Advisory Board, Lenoir Tourism Development Association, and the Lenoir Main Street Program

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Thorough knowledge of modern office practices and procedures including automated office systems such as word processing, database management, spreadsheet design and use, specialized technology applications, website documents and other related resources.

Considerable knowledge of laws, regulations, procedures and practices related to planning, zoning, land use, and public records and of the organization's administrative, financial, personnel and purchasing procedures.

Skill in the use of information technology equipment and associated software products such as word processing, spreadsheets and databases used in area of work assignment including the development of forms, form letters, tables, spreadsheets, data bases, presentations, etc. to compile records and generate reports.

Skill in communicating effectively and confidently while conducting the department's business in person and by telephone and in customer service problem-solving and conflict resolution.

Ability to plan and organize administrative support and technical activities and tasks.

Ability to handle multiple priorities utilizing sound judgment and based on knowledge of departmental issues and needs.

Ability to do research and gather and compile materials from a variety of sources.

Ability to communicate effectively in verbal and written form.

Ability to establish and maintain effective working relationships with the supervisor, coworkers, City officials, customers and the general public.

Ability to work independently on responsible administrative support, technical and some of which may be confidential or sensitive.

Ability to be tactful and courteous while being persuasive and confident on City business.

Ability to complete assigned tasks based on general or limited instructions.

Minutes-Committee of the Whole Meeting

Ability to interpret local ordinances, rules, and regulations.

Tuesday, October 23, 2018

Ability to read blueprints, web-based and hard copy maps (parcel maps, tax maps, GIS), and other site-related drawings.

27

Physical Requirements

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

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.

Must possess the visual acuity to prepare and analyze data and figures, do accounting work operate a computer terminal, do extensive reading and to determine the accuracy, neatness, and thoroughness of the work assigned. Some positions may be required to take and transcribe dictation and minutes.

Desirable Education and Experience

Requires any combination of education and experience equivalent to graduation from an accredited college or university with a bachelor's degree in planning, geography, or related field, experience with MS Word and Excel, and excellent customer service and organizational skills.

General Statement of Duties

Performs supervisory and administrative law enforcement work directing the operations of a group of employees and subordinate supervisors in a program of the Police Department.

Distinguishing Features of the Class

Performs administrative supervisory and general duty law enforcement work in Narcotics & Gang Investigations Unit, a separate investigative team from the General Investigations Unit with the City of Lenoir Police Department. The position is predominantly administrative with field duties limited to responses in emergency situations, observing and auditing the performance of subordinates and filling in for the officer as the Operational supervisor for the unit in the officer's absence. Presents himself as a positive role model and actively supports the department's Policing Philosophy to subordinates and to the Community. Duties include, but are not limited to: supervising all investigations directly related to drug, alcohol, vice and gang related crimes; investigating, analyzing and oversight of all gang intelligence and leads on any gang related criminal activity as it relates either directly or indirectly to the usage and sale of illegal narcotics; leading a proactive approach to both street level and organized drug-crime offenders.

Duties and Responsibilities

Essential Duties and Tasks

Supervises shift or program activities, working through subordinate supervisors; makes special work assignments; reviews work of the division for proper and applicable law enforcement techniques and monitors results; reviews reports for accuracy and completeness and to assure knowledge of program operations.

Coaches supervisors on problem-solving; observes field performance and provides feedback; investigates citizen concerns about department policy and performance; evaluates supervisors' performance and assures officer performance is fairly evaluated; counsels employees and recommends appropriate disciplinary actions.

Participates in the interviewing and selection process with new officers and promotional processes; sits on hiring and promotional boards; may conduct background or internal investigations.

Manage, track and oversee confidential funds for narcotic investigations.

Receives and investigates general complaints from the public and complaints on officers and reports findings to the Police Chief; conducts internal affairs investigations.

Assures clear lines of communication between command staff and line officers and that departmental policy, procedures and practices are clearly transmitted and understood.

Conducts research to improve services and evaluate effectiveness; develops new and revised operating procedures; communicates revisions and implements changes in practices.

Recommends budget needs for the division; monitors resources and expenditures throughout the year; assures the maintenance of vehicles, weapons, and equipment.

Recommends school and training requests; approves leave requests; monitors use of overtime; approves time sheets for payroll.

Participates in line activities when staff shortages or emergencies dictate.

Serves in specialized departmental management role for operational needs.

Additional Job Duties

Performs related work as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of state and federal laws, local ordinances and policies of the police department.
Considerable knowledge of law enforcement principles, practices, methods and equipment.
Considerable knowledge of state and federal laws related to law enforcement and DCI regulations.
Working knowledge of the application of computers to modern law enforcement work.
Working knowledge of the City personnel policies, budget and purchasing procedures, and supervisory practices.
Skill in the use of firearms and other police equipment as required maintaining state certification and complying with state mandates.
Ability to act with sound judgment in routine and emergency situations.
Ability to **communicate effectively** in oral and written forms.
Ability to present effective court testimony and make public presentations.
Ability to prepare clear and concise administrative and activity reports.
Ability to build and maintain cooperative and effective public relations with the citizens, department staff, and City officials.

Physical Requirements

Must be able to physically perform the basic life functions of standing, walking, hearing, kneeling, reaching, feeling, grasping, pushing and pulling, bending, climbing, crawling, fingering, and performing repetitive motions.
Must be able to perform medium to heavy work exerting up to 50 to 100 pounds of force occasionally; 20 pounds of force frequently; and 10 pounds constantly.
Must possess the visual acuity to operate a police vehicle and distinguish details and differences when observing people, places, or things in law enforcement work; and to prepare and review a variety of records and reports.

Desirable Education and Experience

Extensive law enforcement experience including supervisory experience; or an equivalent combination of education and experience.

Special Requirements

Valid North Carolina Driver's License; advanced police officer certification preferred.

Lenoir
2018

General Statement of Duties

Performs responsible supervisory and specialized law enforcement work in directing the activities of a shift or program in the Police Department.

Distinguishing Features of the Class

Performing specialized law enforcement work for Downtown area and activities; traffic and crime control for related area; and special projects. Supervisory assignments include observing staff on the shift; determining improvement in methods and procedures; reviewing reports; and handling complaints from citizens occurring on the assigned shift. Work requires the employee to plan work activities, organize and assign work functions in an effective and efficient manner, and ensure work is completed while adhering to the policies and procedures. The employee must exercise judgment and discretion in assigning work and advising officers in the correct approach to assignments and/or in dealing with defendants, lawyers, plaintiffs, and the general public. Work involves frequent public contact which requires tact, firmness, and decisiveness. Employees are subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, and hazardous spills with fumes, oils, gases or flammable liquids. Work in the law enforcement duties is also subject to the final standards of OSHA on bloodborne pathogens. Work is performed under general supervision and is evaluated through conferences, discussion, and observations, for the acceptance of the community, adherence to laws and department policy, and the accuracy and completeness of reports.

Duties and Responsibilities

Essential Duties and Tasks

Supervises the work of an assigned shift or program; establishes work priorities based on available staffing, equipment and load; assists subordinates with concerns and training needs; assigns cases; provides technical advice in dealing with difficult situations, reviews reports and records completed by staff. (See also Police Officer description for duties performed as an Officer.)

Makes district assignments; monitors workload of subordinates and makes appropriate adjustments; ensures work is completed in efficient and effective manner.

Assures on the job training to new employees; recommends training needs of staff.

Cooperates with other law enforcement agencies in enforcing and investigating criminal activity.

Conducts shift organizational meeting; issues and inspects equipment; prepares time sheets and approves leave; manages use of compensatory time.

Performs special projects as assigned by Lieutenant or Captain; analyzes and identifies program needs; carries specialized program support responsibilities such as equipment maintenance.

Serves in a specialized capacity with programmatic oversight of officers such as oversight of training and career development.

Participates as part of interview panel; counsels and coaches employees on performance, conducts performance reviews and makes pay recommendations.

Completes all paperwork and reports associated with serving of papers and complaints, arrests, etc.; reviews paperwork and reports of assigned officers.

Provides feedback on equipment and supply needs.

Attends training to increase skills and maintain certifications.

Additional Duties

Performs other duties as required.

Recruitment and Selection Requirements

Knowledges, Skills, and Abilities

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

Physical Requirements

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

Desirable Training and Experience

Graduation from high school with additional course work in law enforcement and considerable law enforcement experience including lead worker or supervisory experience; or an equivalent combination of education and experience.

Special Requirements

NC Driver's License and certification as a law enforcement officer in the State of NC.

Lenoir
2018

General Statement of Duties

Performs professional and technical work providing technology services for the department serving as project manager, in coordination with IT staff, for technology applications, serving as systems administrator for records management software, and analyzing crime trends.

Distinguishing Features of the Class

An employee in this class is responsible for managing the Police Department's information technology systems including researching, planning for and implementing hardware and software systems, serving as the departmental records management system administrator; and analyzing crime trends through statistical reports and use of GIS systems. The employee also coordinates the maintenance and analysis of Police records in compliance with state laws. Work includes troubleshooting problems, training and working with users on the software, and involves planning, organizing, and daily support and operation for the systems. Work requires a high level of technical knowledge on hardware and software applications, understanding of network systems, and an understanding of computer programming applications. Examples of duties include compiling data for monthly, quarterly, and annual reports. Analyzing data to determine criminal trends and community problems; identifying potential suspects and associates; and predicting when and where criminal activity and public safety concerns will arise. The employee works in an inside environment and is not subject to adverse working conditions. Work is performed under general supervision and is evaluated through conferences, records and reports, and successful implementation of automated environments and programs.

Essential Duties and Tasks

Work includes troubleshooting technological problems; training and working with users on the software; preparing forms and maintaining updated policies; and planning, organizing, daily support, and operation for these systems.

Works with IT to research and administer software systems appropriate to meet the technology requirements of the department including mobile operating systems, police database software programs, and specialized tasks and communications software programs;

Serves as systems administrator for records management system, CAD and mobile data terminal software;

Runs special and periodic reports; provides data analysis using data from GIS and records management system to provide information to supervisors and citizens, including maps, graphs and statistical information.

Directs the maintenance of police records, including developing computerized and non-computerized filing and retrieval systems, maintaining case files, working with officers, and supervising Records Clerks; maintains departmental compliance with DCI regulations.

Recommends budget for technology and office support functions.

Develops powerpoint presentations and publications for use within the department and by City staff.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Must have working knowledge of the Records Management System and Computer Aided Dispatch; Mobile Data Terminals and Printers; Mobile Field Reporting; eCITATION; CJLEADS; Power DMS; etc.

Considerable knowledge of current information systems technology in hardware, software, and various applications in use on the assigned systems.

Considerable knowledge of IT principles, terminology, mathematics, and logic.

Considerable knowledge of systems analysis and computer operational policies, procedures and practices.

Considerable knowledge of Police records and the requirements of the DCI system.

Working knowledge of the Town's budgeting and purchasing procedures.

Skill in the installation and operation of various computer hardware devices and software application.

Ability to build consensus and provide leadership in organizational technological change.

Ability to plan and coordinate daily computer system needs.

Ability to handle confidential information appropriately.

Ability to collect information from systems users and interpret needs of the users.

Ability to communicate effectively in oral and written forms.

Ability to establish and maintain effective working relationships with system users, employees

Willingness to keep current and actively seek new information and technology in this rapidly changing field.

Physical Requirements

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

Must be able to perform medium work exerting up to 20 pounds of force occasionally and/or up to 10 pound of force frequently, and/or a negligible amount of force constantly to move objects.

Must possess the visual acuity to prepare and analyze figures, operate a computer terminal, perform mechanical tasks in the computer environment, do extensive reading, and do visual inspections of computer parts and automated data.

Desirable Education and Experience

Graduation from college with a major in information technology, computer science, or related field and considerable experience in related field; preference for some work in a law enforcement setting; or an equivalent combination of education and experience.

Lenoir
2018

General Statement of Duties

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

Distinguishing Features of the Class

Performing specialized law enforcement work for Downtown traffic and crime control. Supervisory assignments include observing staff on the shift; determining improvement in methods and procedures; reviewing reports; and handling complaints from citizens occurring on the assigned shift. Work requires the employee to plan work activities, organize and assign work functions in an effective and efficient manner, and ensure work is completed while adhering to the to policies and procedures. The employee must exercise judgment and discretion in assigning work and advising officers in the correct approach to assignments and/or in dealing with defendants, lawyers, plaintiffs, and the general public. Work involves frequent public contact which requires tact, firmness, and decisiveness. Employees are subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, and hazardous spills with fumes, oils, gases or flammable liquids. Work in the law enforcement duties is also subject to the final standards of OSHA on bloodborne pathogens. Work is performed under general supervision and is evaluated through conferences, discussion, and observations, for the acceptance of the community, adherence to laws and department policy, and the accuracy and completeness of reports.

Essential Duties and Tasks

At the direction and with approval of the appropriate Division Commander procures and issues uniforms, firearms, and other equipment to departmental personnel; maintains arms.
Serves as a liaison between all divisions by for ordering and maintaining departmental supplies, and provides feedback on equipment and supply needs.
Is responsible for building maintenance, manages the facilities upkeep coordination. Works closely with department officers and Public Works department for the repairs and maintenance of the department's facilities.
Manages the fleet upkeep coordination, work with the City's Fleet Management Department, p and outside contractors to maintain the department's fleet of vehicles.
Makes recommendations for department policies, procedures, and equipment purchases and provides feedback on equipment and supply needs.
Prepares accurate equipment related records and reports to include department inventory.
Attends training to increase skills and maintain certifications.

Additional Job Duties

Performs other duties as required.

Recruitment and Selection Requirements

Knowledges, Skills, and Abilities

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

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

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

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

Considerable knowledge of the geographical layout of the town.

Skill in usage of firearms and other law enforcement equipment.

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

Ability to train and supervise lower level law enforcement personnel.

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

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

Physical Requirements

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

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

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

DESIRABLE TRAINING AND EXPERIENCE

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

SPECIAL QUALIFICATIONS

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

General Statement of Duties

Performs responsible supervisory and specialized law enforcement work in directing the activities of a shift or program in the Police Department.

Distinguishing Features of the Class

Performing specialized law enforcement work for school resource officers and special projects. Supervisory assignments include observing staff on the shift; determining improvement in methods and procedures; reviewing reports; and handling complaints from citizens occurring on the assigned shift. Work requires the employee to plan work activities, organize and assign work functions in an effective and efficient manner, and ensure work is completed while adhering to the policies and procedures. The employee must exercise judgment and discretion in assigning work and advising officers in the correct approach to assignments and/or in dealing with defendants, lawyers, plaintiffs, and the general public. Work involves frequent public contact which requires tact, firmness, and decisiveness. Employees are subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, and hazardous spills with fumes, oils, gases or flammable liquids. Work in the law enforcement duties is also subject to the final standards of OSHA on bloodborne pathogens. Work is performed under general supervision and is evaluated through conferences, discussion, and observations, for the acceptance of the community, adherence to laws and department policy, and the accuracy and completeness of reports.

Duties and Responsibilities

Essential Duties and Tasks

Supervises the work of an assigned shift or program; establishes work priorities based on available staffing, equipment and load; assists subordinates with concerns and training needs; assigns cases; provides technical advice in dealing with difficult situations, reviews reports and records completed by staff. (See also Police Officer description for duties performed as an Officer.)

Makes district assignments; monitors workload of subordinates and makes appropriate adjustments; ensures work is completed in efficient and effective manner.

Assures on the job training to new employees; recommends training needs of staff.

Cooperates with other law enforcement agencies in enforcing and investigating criminal activity.

Conducts shift organizational meeting; issues and inspects equipment; prepares time sheets and approves leave; manages use of compensatory time.

Performs special projects as assigned by Lieutenant or Captain; analyzes and identifies program needs; carries specialized program support responsibilities such as equipment maintenance.

Serves in a specialized capacity with programmatic oversight of officers such as oversight of training and career development.

Participates as part of interview panel; counsels and coaches employees on performance, conducts performance reviews and makes pay recommendations.

Completes all paperwork and reports associated with serving of papers and complaints, arrests, etc.; reviews paperwork and reports of assigned officers.

Provides feedback on equipment and supply needs.

Attends training to increase skills and maintain certifications.

Additional Duties

Performs other duties as required.

Recruitment and Selection Requirements

Knowledge, Skills, and Abilities

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

Physical Requirements

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

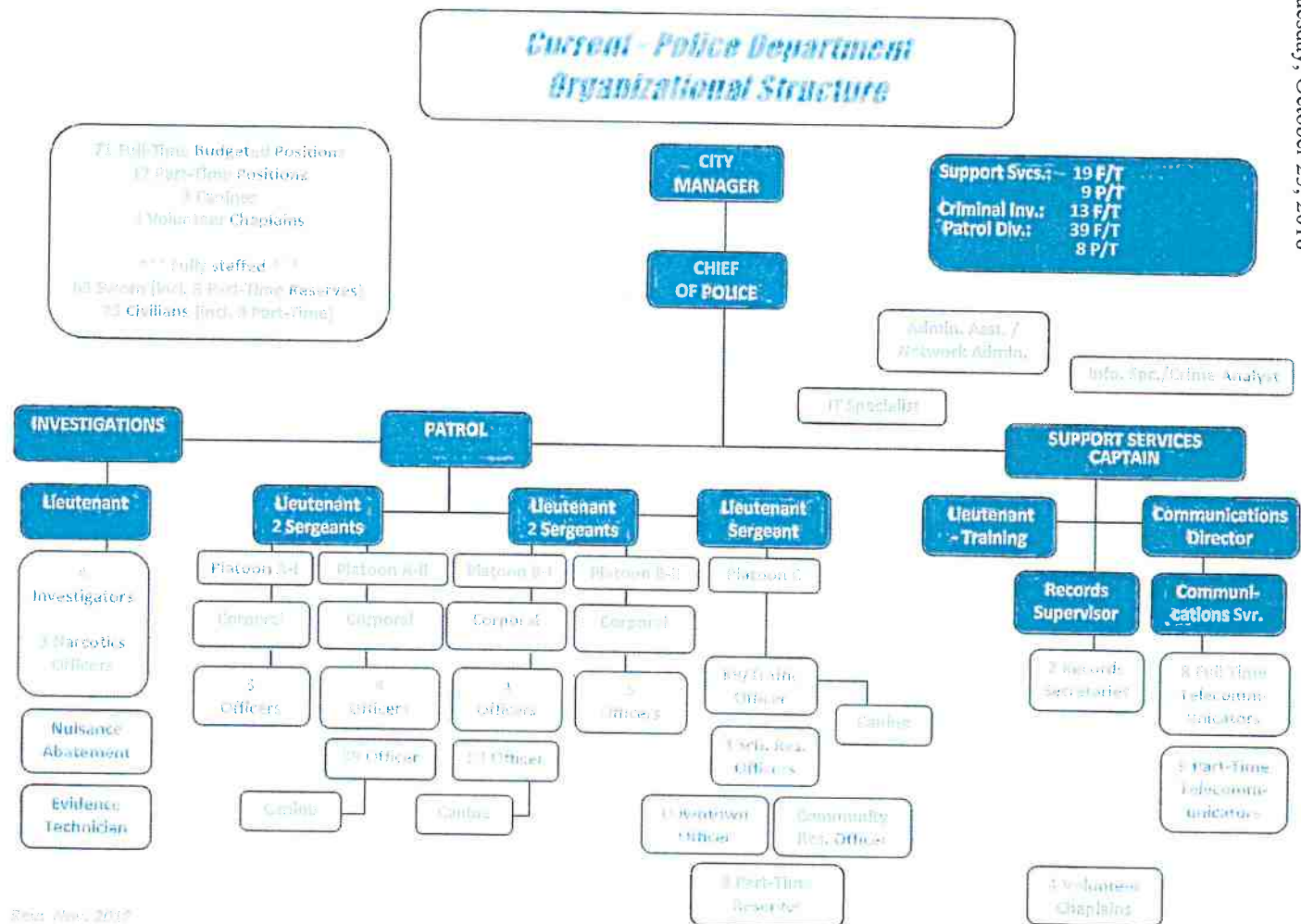
Desirable Training and Experience

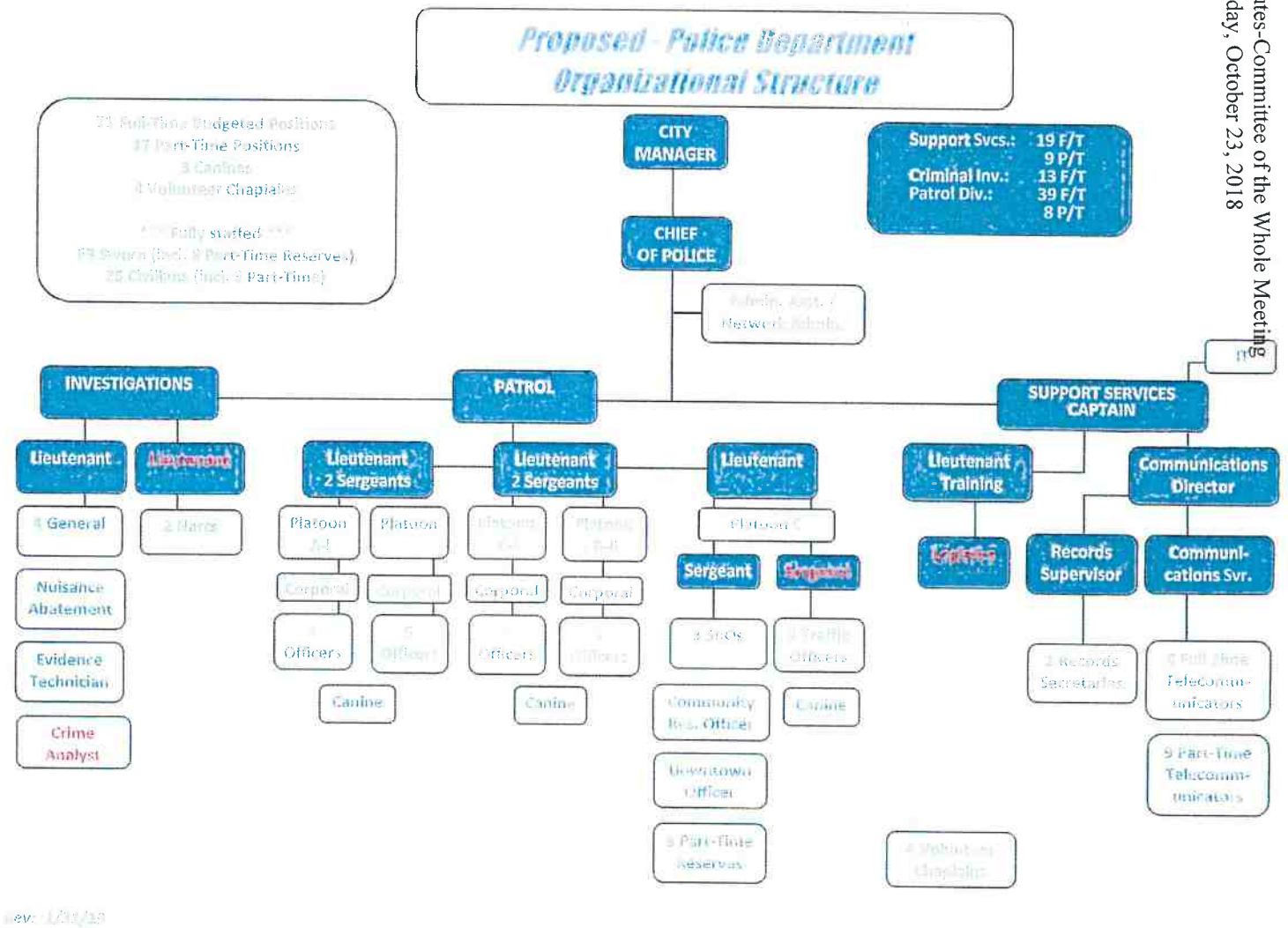
Graduation from high school with additional course work in law enforcement and considerable law enforcement experience including lead worker or supervisory experience; or an equivalent combination of education and experience.

Special Requirements

NC Driver's License and certification as a law enforcement officer in the State of NC.

Lenoir
2018





rev: 1/24/19

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Technical Assistance Agreement with Western Piedmont Council of Governments – EPA Brownfield Assessment Grant Project
-
- II. Background Information:** The City of Lenoir recently was awarded a Brownfield Assessment Grant from the US Environmental Protection Agency. The grant is for \$300,000 to assist the City and local property owners to assess the environmental condition of properties located in Lenoir that may have hazardous material contamination or petroleum contamination. It is recommended that the City engage the services of the Western Piedmont Council of Governments located in Hickory, NC to assist city staff with the administration of the grant and to provide technical assistance over the three year grant period.
- III. Staff Recommendation:** Staff recommends City Council approval to enter into an agreement with WPCOG in the amount of \$30,000.00 (not to exceed) in accordance with the attached proposal to provide grant administration and technical assistance for the EPA Brownfield Assessment Program.
- IV. Reviewed by:**
- City Attorney:** _____
- Finance Director:** _____
- Public Works/Public Utilities Director:** _____

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 FOR THE PROVISION OF
 TECHNICAL ASSISTANCE
 EPA BROWNFIELDS ASSESSMENT GRANT PROJECT
October 1, 2018 – September 30, 2021

This AGREEMENT, entered into on this the twelfth day of November, 2018, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

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

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$30,000 (thirty thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local

Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the EPA Brownfields Assessment grant will be expended from the grant administration allowance budgeted for the Local Government.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning October 1, 2018, and ending September 30, 2021.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

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

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOVTS.

By: _____
Mayor

By: _____
Executive Director

By: _____
City Manager

PLANNING AGENCY:
By: _____
Chairman

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

GRANTS MANAGEMENT ASSISTANCE
 WORK PROGRAM/BUDGET
 OCTOBER 1, 2018 – SEPTEMBER 30, 2021
 ATTACHMENT A
 SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning grant administration activities by the Western Piedmont Council of Governments for the City of Lenoir.

Erin Schotte, Economic & Community Development Administrator, will be responsible for administering the EPA Brownfields Assessment grant.

Work Program

The activities to be completed include:

- Work with City and EPA on any amendments needed to the contract between EPA and the City
- Coordinate requests for reimbursement from EPA to the City
- Meet with consultants, City staff, and Brownfield Committee as needed
- Maintain database of EPA assessment work to date
- Work with consultant to assure EPA compliance

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 36-month period beginning October 1, 2018, and ending September 31, 2021.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$30,000. The budget is broken down as follows:

Salaries	\$ 14,000
Fringe Benefits	7,420
Travel	2,047
Indirect	<u>6,533</u>
Total	\$ 30,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract

or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

PROCLAMATION

#GIVING TUESDAY

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Lenoir and Caldwell County; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby proclaim Tuesday, November 27, 2018 as ***“Giving Tuesday”*** throughout the City of Lenoir and Caldwell County and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this 20th day of November 2018.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

**City Council December 4, 2018 Meeting Time
Change to 5:00 p.m.**

Due to several meeting conflicts on December 4, 2018, it is requested that City Council begin their regular meeting at 5:00 p.m., in lieu of 6:00 p.m. The meeting will be held at the City/County Chambers located at 905 West Avenue.

CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item:** Lenoir Fire Department #3 (LFD3) - Consideration of City of Lenoir/Blue Ridge Electric Membership Corporation Promissory Note & Loan Agreement
- II. Background Information:** As you recall at the October 16, 2018 meeting, City Council, upon certain conditions, authorized a land exchange with Martin Family Motorplex LLC with the intent to locate LFD3 at 1015 Wilkesboro Boulevard.

Under the exchange, the City will purchase the Martin Family Motorplex LLC site, including improvements, for \$1,028,612. Other necessary building up-fits for LFD3 include construction of sleeping quarters, shower facilities and kitchen, sprinkler system installation for residential areas, miscellaneous equipment, etc. and are expected not to exceed \$607,000.

The City is scheduled to finance \$1,360,000 of the planned \$1,635,612 LFD3 project cost by an installment purchase loan from Blue Ridge Electric Membership Corporation via the USDA's Rural Economic Development Loan and Grant (REDLG) program. Through the REDLG program, USDA provides zero-interest loans/grants to utilities that lend funds to local businesses/governments for projects to create and retain employment in rural areas. The 0% loan will have a term of 10 years.

Enclosed please find for your review are a draft promissory note and a draft loan agreement which outline the terms/conditions of the borrowing.

The NC Local Government Commission approved the financing agreement at their November 6, 2018 meeting. The Board of Directors of Blue Ridge Electric Membership Corporation will consider adoption of the promissory note and loan agreement at their Board meeting on November 20, 2018.

It is anticipated the closing on the 1015 Wilkesboro Boulevard site will occur on or before January 2, 2019, with LFD3 becoming operational in late spring 2019.

- III. Staff Recommendation:** Request City Council to authorize the Mayor and City Manager to execute all necessary documents with Blue Ridge Electric Membership Corporation (Promissory Note and Loan Agreement) for financing of \$1,360,000 for the proposed LFD3 at a rate of 0% for a term of 10 years.
- IV. Reviewed by:**

City Attorney: *Edward H. Blair, Jr.*

City Manager: *Scott Hildebran*

PROMISSORY NOTE

\$1,360,000

Lenoir, North Carolina
December 17, 2018

For the value received, CITY OF LENOIR, a political subdivision of the State of North Carolina (hereinafter called "Maker"), promises to pay to the BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION (hereinafter, together with all subsequent holders of this note, called "Lender"), its successors and assigns, at the times and in the manner hereinafter provided, the sum of **One Million Three Hundred Sixty Thousand Dollars (\$1,360,000)** (the "Loan"), in equal monthly installments of principal in the amount of Eleven Thousand Three Hundred Thirty Three and 34/100ths Dollars (\$11,333.34) each on the twentieth day of each month, commencing on January 20th, 2019, and continuing on the twentieth day of each month thereafter, through and including December 17th, 2028 (the "Loan Payments"), with a final payment of all outstanding principal due and payable on December 17th, 2028, which is the maturity date of this note.

This Note is given to further evidence the Maker's obligations under the Loan Agreement dated as of December 17th, 2018 (the "Loan Agreement"), between the Maker and the Lender. The terms of the Loan Agreement are incorporated in this Note by this reference. All the terms and limitations of the Loan Agreement apply to the Maker's obligations under this Note, including the limitations imposed by Section 160A-20 of the North Carolina General Statutes as referenced in that portion of the Loan Agreement captioned "City's Limited Obligation."

For so long as no Event of Default has occurred (as described below), this Note shall bear no interest. From and after the occurrence of an Event of Default, however, this Note shall bear default interest as described below.

Maker shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty; provided, however, that in the event of a partial

prepayment, such payments shall be applied in inverse order of their maturity, and the Maker shall be obligated to continue making regular and uninterrupted monthly installments as described above so long as any portion of the loan remains unpaid.

In the event of nonpayment when due of any payment due under this Note or if an Event of Default occurs as provided herein or in the Loan Agreement, then at the option of Lender, all of the remainder of the principal sum owed under this Note shall immediately become due and payable. The failure to assert this right shall not be deemed a waiver. In addition, at any time in which an Event of Default has occurred under the Note or the Loan Agreement, interest due under this Note shall accrue at a default rate of twelve percent (12%) for so long as such default is continuing.

So long as this Note shall be held by Lender, or its assigns, the Maker shall pay a late charge in the amount of four (4%) percent of the installment on any installment not made within fifteen (15) days of the date it becomes due. In addition, the Maker shall pay Lender costs of collection, including reasonable attorneys' fees, in the amount of fifteen (15%) percent of the principal indebtedness (outstanding balance) of this Note if this Note is referred to an attorney for collection after default, whether or not any civil action shall be instituted to enforce or collect this Note.

All payments on this Note made after an Event of Default shall be applied to pay costs, the unpaid principal balance of this Note and any other obligations under this Note or any other Loan Document (as hereinafter defined) in the order as determined by Lender in its sole discretion.

All payments hereunder shall be payable to the Lender at P. O. Box 112, Lenoir, North Carolina, 28645-0112, or at such other address as the Lender may from time to time designate in writing to Maker. Any payment under this Note on a day on which Lender is not open to conduct business shall be made on the next succeeding business day.

To the extent permitted by law, Maker and any endorsers, sureties or guarantors hereof severally waive presentment and demand for payment, notice of

intent to accelerate maturity, notice of acceleration of maturity, protest of notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder of in proceeding against any of the rights and properties securing payment hereof. This Note shall not be extended or renewed except in writing by Lender and Maker.

From time to time, without affecting the obligation of the Maker to pay the outstanding principal balance of this Note and to observe the covenants of the Maker contained herein, without affecting the duties and obligations of any endorser hereto or any surety or guarantor hereof, without giving notice to or obtaining the consent of the Maker or any endorser hereto surety or guarantor hereof, and without liability of the part of the Lender, the Lender may, at the option of the Lender, release anyone liable on this Note, accept a renewal of this Note, modify the rate of terms and time of payment of this Note, join in any extension or subordination, modify the rate of interest or period of amortization or principal due date of this Note, or exercise any option or election hereunder. The parties intend that no one or more of such actions shall constitute a novation.

If (i) default be made in the payment in whole or in part of any sum provided for herein and such default continues for a period of fifteen (15) days after Lender gives written notice thereof to Maker, or (ii) an Event of Default (as defined in the Loan Agreement) or any default under any other instrument executed in connection with or as security for this Note or the indebtedness evidenced hereby or incident thereto (hereinafter all such instruments being collectively called the "Loan Documents"), then Lender may at its option, without further notice or demand (except as may otherwise be specifically provided for in the Loan Documents), declare the unpaid principal balance on this Note at once due and payable.

Failure to exercise any option hereunder or under any of the Loan Documents shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event, and no single or partial

exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Lender shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Lender of any payment hereunder that is less than payment in full or all amounts due and payable at the time of such payment or the acceptance by Lender of any payment after the due date of any amount payable under this Note shall not constitute a waiver of the right to exercise any option hereunder at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of the Lender.

Any notice to the Maker provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Maker at the address stated below; or to such other address as the Maker may designate by notice to Blue Ridge Electric Membership Corporation. Any notice to Lender shall be given by mailing such notice by certified mail, return receipt requested, addressed to Lender at its address stated below, or at such address as may be designated by notice to the Maker. Either party may change their address for notice purposes upon giving fifteen (15) days prior notice thereof in accordance with this paragraph. All notices given hereunder shall be in writing and shall be considered properly given if:

- (i) mailed by first class United States Mail, postage prepaid, registered or certified, with return receipt requested,
- (ii) sent by overnight courier, next day delivery, with all charges paid by sender; or
- (iii) by delivering same in person to the intended addressee.

Any notice sent pursuant to (i) or (ii) above provided shall be effective as of the day following the day of deposit in the custody of the United States Postal Service (in the case of mail delivery) or in the custody of the overnight courier (in the case of overnight courier delivery). Notices personally delivered shall be effective upon receipt.

The parties intend that this Note shall be governed by and construed and enforced according to the laws of the State of North Carolina, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the City has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of December 17th, 2018

ATTEST: (SEAL)

City of Lenoir

Shirley Cannon, City Clerk

Joseph L. Gibbons, Mayor

Addresses:

Blue Ridge Electric Membership Corporation
P.O. 112
Lenoir, NC 28645-0112

City of Lenoir
P.O. Box 958
Lenoir, NC 28645

**STATE OF NORTH CAROLINA;
CITY OF LENOIR**

I, a Notary Public of such City and State, certify that Joseph L. Gibbons personally came before me this day and acknowledged that he is the Mayor of the City of Lenoir, North Carolina, and that by authority duly given and as the act of such for the City of Lenoir, the foregoing instrument was signed in the Mayor, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this the 17th day of December, 2018.

[SEAL]

My commission expires: _____

Notary Public

[Promissory Note made by City of Lenoir To Blue Ridge Electric Membership Corporation dated December 17, 2018]

State of North Carolina

LOAN AGREEMENT

City of Lenoir

This Loan Agreement is entered this 17th day of December, 2018, between BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION, a North Carolina Cooperative, chartered under Chapter 117 of the N.C. General Statutes, hereinafter referred to as "Blue Ridge Electric," and the **City of Lenoir**, a political subdivision of the State of North Carolina, hereinafter referred to as "**City of Lenoir**" or the "**City**".

Whereas, Blue Ridge Electric Membership Corporation has a long history of fostering rural economic development in the area to which it provides electric service; and

Whereas, Blue Ridge Electric Membership Corporation desires to use economic development loan funds from its Rural Development Revolving Loan Fund to promote rural economic development projects that create jobs and support construction of community facilities and infrastructure that are based on sound economic and fiscal analysis; and

Whereas, **City of Lenoir** desires **Blue Ridge Electric Membership Corporation** to make a loan in the amount of \$1,360,000 (the "Loan") that will be used to purchase and equip a fire station, and that such Loan will carry no interest; and

Whereas, **Blue Ridge Electric Membership Corporation** and **City of Lenoir** each have duly authorized the execution and delivery of this Loan Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. **Blue Ridge Electric Membership Corporation** will use its Rural Development Revolving Loan Fund to loan \$1,360,000 to the **City of Lenoir**. The **City of Lenoir** will use the Loan funds with other project funds to share in the financing of the purchase and equipping of a fire station located at 1015 Wilkesboro Blvd, Lenoir NC 28645. The **City of Lenoir** covenants that the proceeds of the Loan shall not be used to finance any costs or retire any indebtedness incurred prior to October 1, 2018. The **City of Lenoir** shall seek to maintain its current employment level and add additional employees as economic conditions warrant over the term of this loan. **Blue Ridge Electric Membership Corporation** will fund this loan by paying the proceeds directly to the City of Lenoir in such fashion as the parties may agree on.

- II. **City of Lenoir** shall repay the Loan in accordance with the terms of the Promissory Note dated as of the date hereof, made by the **City of Lenoir** in favor of **Blue Ridge Electric Membership Corporation**, which is incorporated herein by reference (the "Promissory Note"). **City of Lenoir** shall begin to repay the Loan on the date set forth in the Promissory Note and shall (to the extent not inconsistent with terms of said Promissory Note) continue to make scheduled payments without interruption until all indebtedness associated with the Loan has been repaid in full on or before the tenth anniversary of the date of the Promissory Note.

- III. An "Event of Default" under the terms of this Loan Agreement shall be the occurrence of any of the following events: (a) failure to pay on the date due any Loan Payment, as defined in the Promissory Note, and such nonpayment continues for a period of fifteen (15) days; (b) the invalidity or inaccuracy of any material representation contained herein, or the breach, withdrawal, cancellation, rescission, termination or alteration of, any agreement, approval, or waiver submitted by or on behalf of **City of Lenoir** to **Blue Ridge Electric Membership Corporation** with respect to the Loan; (c) any court of competent jurisdiction (including without limitation the U.S. Bankruptcy Courts) enjoins or prohibits **City of Lenoir** or **Blue Ridge Electric Membership Corporation**, or either of them, from performing this Loan Agreement or the Promissory Note, and such proceedings are not discontinued or such decree is not vacated within sixty (60) days after the granting thereof; (d) any representation or warranty submitted in writing by the **City of Lenoir** to **Blue Ridge Electric Membership Corporation** proves to be at any time

incorrect in any material respect or misleading; (e) a voluntary petition is filed by the **City of Lenoir** seeking the protection of the bankruptcy court under any chapter or section of the Bankruptcy Code, as amended; (f) The **City of Lenoir** has an involuntary petition filed against it under any chapter or section of the Bankruptcy Code, as amended, and such petition is not dismissed within sixty (60) days of its filing; (g) by the entry of an order of a court of competent jurisdiction, a trustee or receiver of any assets of **City of Lenoir** is appointed and such order shall not be discharged or dismissed within thirty days; (h) failure of the **City of Lenoir** to pay any indebtedness in excess of \$10,000 in the aggregate at any time, other than that owed **Blue Ridge Electric Membership Corporation**, which requires the payment of money when and as due or within 30 days of the date due; (i) the entry of any monetary judgment or the assessment and/or filing of any tax lien against the **City of Lenoir** and the same is not bonded, stayed or paid within 30 days thereafter, or the entry or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of the **City of Lenoir**; (j) any other default by the **City of Lenoir** under the terms of any agreement or instrument pursuant to which **City of Lenoir** has borrowed money from any person or entity; (k) any Event of Default (as defined in the Promissory Note) occurs; (l) acting inconsistent with the intent and goals set forth herein and (m); any other default under the terms of this Loan Agreement, the Promissory Note or any other document executed in connection therewith, which if no cure period is provided, is not cured within 30 days of notice from **Blue Ridge Electric Membership Corporation** to the **City of Lenoir** of such default.

Upon the occurrence of an Event of Default, the entire unpaid principal balance of the Loan and amounts due under the Promissory Note shall, at the option of **Blue Ridge Electric Membership Corporation**, and without advance notice to the **City of Lenoir**, become immediately due and payable. Upon the occurrence of an Event of Default, **Blue Ridge Electric Membership Corporation** may pursue its full remedies at law or equity. All remedies of **Blue Ridge Electric Membership Corporation** provided for herein or in the Promissory Note are cumulative and shall be in addition to any and all other rights and remedies provided for or available at law or in equity. The failure to exercise any right or remedy by **Blue Ridge Electric Membership Corporation** hereunder shall not in any way constitute a cure or waiver of an Event of Default hereunder or under the Promissory Note, or invalidate any act done pursuant to any notice of the occurrence of an Event of Default, or prejudice

Blue Ridge Electric Membership Corporation in the exercise of any of its rights hereunder or under the Promissory Note. Upon an Event of Default, **Blue Ridge Electric Membership Corporation** shall be entitled to all reasonable costs and expenses including, but not limited to, reasonable attorney fees incurred to collect funds owed under the Promissory Note.

- IV. The Loan will not bear interest although indebtedness not paid when due will be subjected to late charges, and other costs as provided in the Promissory Note.
- V. The **City of Lenoir** shall maintain an itemized list of all expenditures incurred reflecting the use of Loan funds for review by **Blue Ridge Electric Membership Corporation**. Upon request, the **City of Lenoir** shall permit **Blue Ridge Electric Membership Corporation** to inspect and copy its financial records during regular business hours.
- VI. **The City of Lenoir's** liability hereunder is conditioned on, and limited only to the extent of, the **City of Lenoir's** obligations under the Loan Agreement and Promissory Note executed this day by the **City of Lenoir** for repayment of the Loan.
- VII. This Contract may not be modified or amended unless the amendment is in writing and signed by the **City of Lenoir** and **Blue Ridge Electric Membership Corporation** and approved by the North Carolina Local Government Commission.

REPRESENTATIONS AND WARRANTIES

The City of Lenoir represents and warrants that on and as of the date first set forth above:

- A. That **City of Lenoir** validly exists under established laws by the State of North Carolina, and as having the powers, duties, privileges, and immunities conferred by law, and is in good standing under the laws of the State of North Carolina with the power to perform its obligations under the Loan Agreement and the Promissory Note.
- B. The Loan Agreement and the Promissory Note have been duly authorized, executed, and delivered by **City of Lenoir** and such documents constitute the legal and binding agreements of **City of Lenoir**, enforceable against the **City of Lenoir** in accordance with their respective terms, subject to applicable bankruptcy, reorganization,

insolvency, moratorium and other laws of general application relating to or affecting creditors' rights generally.

- C. The execution or delivery by the **City of Lenoir** of this Loan Agreement, and the Promissory Note, the consummation of the transactions contemplated herein or therein, and the fulfillment by the **City of Lenoir** of the terms hereof or thereof, do not conflict with or violate, result in a breach of or constitute, a default under any term or provision of the articles of incorporation or bylaws of the **City of Lenoir** or any law or regulation or any order now applicable to the **City of Lenoir** or any court, regulatory body having jurisdiction over the **City of Lenoir**, or the terms or any indenture, deed of trust, mortgage, note, note agreement or instrument to which the **City of Lenoir** or any of its properties is bound. The **City of Lenoir** has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- D. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or Federal court or governmental agency or body having jurisdiction over the **City of Lenoir** is required by the **City of Lenoir** for the consummation by the **City of Lenoir** of the transactions contemplated by this Loan Agreement and the Promissory Note except such as have been obtained.
- E. There is no pending or threatened action, suit or proceeding before any court or governmental agency, the **City of Lenoir** or body or any arbitrator concerning the **City of Lenoir**, the Loan Agreement, or the Promissory Note which, if adversely determined, would have a material adverse effect on the **City of Lenoir's** ability to perform its obligations under this Loan Agreement or the Promissory Note.
- F. To the extent permitted by law, the **City of Lenoir** shall indemnify, protect and save **Blue Ridge Electric Membership Corporation** and its officers, directors, and employees, and the LGC and its members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the transactions contemplated by this Loan Agreement, including without limitation the possession, condition, construction or use of any related facilities or equipment. The indemnification arising under this Section shall survive the Loan Agreement's termination.

- G. All information, reports and other papers and data furnished to **Blue Ridge Electric Membership Corporation** by the **City of Lenoir** for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give **Blue Ridge Electric Membership Corporation** a true and accurate knowledge of the subject matter and no document furnished or other written statement made to **Blue Ridge Electric Membership Corporation** in connection with the Loan contains any untrue statement of a fact material to the financial condition of the **City of Lenoir** or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.
- H. The **City of Lenoir** shall not sell or assign any interest in this Loan Agreement.

SECURITY INTEREST

This Loan Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for (a) the proceeds of the Loan in the hands of the **City of Lenoir** and (b) the "Collateral," as defined below. The **City of Lenoir** grants to **Blue Ridge Electric Membership Corporation** a security interest in the Collateral to secure the **City of Lenoir's** obligations under this Loan Agreement, the Promissory Note and otherwise with respect to the Loan. The **City of Lenoir** represents and warrants that there is no prior lien on the Collateral, and that the **City of Lenoir** will not create or allow the continuation of any other security interest in the Collateral.

The **City of Lenoir** agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by **Blue Ridge Electric Membership Corporation**, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Loan Agreement, the Promissory Note or otherwise with respect to the Loan, **Blue Ridge Electric Membership Corporation** is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina.

The "Collateral" is all items of personal property purchased or otherwise acquired by the **City of Lenoir** for or with respect to Fire Station III with the proceeds of the Loan (including any investment proceeds of the Loan). The Collateral may include all such items whether or not any such items constitute fixtures with respect to Fire

Station III. The Collateral also includes all renewals and replacements of all such items, and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form. The **City of Lenoir** will create and maintain a record of all items of property constituting the Collateral with such detail as to allow identification by **Blue Ridge Electric Membership Corporation** of property subject to its security interest, and the **City of Lenoir** will allow **Blue Ridge Electric Membership Corporation** to examine and copy that record at any reasonable time and as often as **Blue Ridge Electric Membership Corporation** may request.

With respect to those items of the Collateral that are or are to become Fixtures, this Loan Agreement constitutes a financing statement filed as a fixture filing. Any such fixtures will be located at the Fire Station III, at 1015 Wilkesboro Blvd, Lenoir, NC 28645 and the **City of Lenoir** is the record owner of that land. The name and address of **City of Lenoir**, as debtor, and **Blue Ridge Electric Membership Corporation**, as secured party, are set forth below.

CITY OF LENOIR'S LIMITED OBLIGATION

Notwithstanding any other provision of this Loan Agreement or the Promissory Note, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the **City of Lenoir** in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the **City of Lenoir's** faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the **City of Lenoir's** credit within the meaning of the North Carolina constitution. The **City of Lenoir's** taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the **City of Lenoir's** moneys (other than the proceeds of the Loan), nor will any provision of this Contract restrict the **City of Lenoir's** future issuance of any of its bonds or other obligations payable from any class or source of the **City of Lenoir's** moneys (except to the extent the Loan Agreement restricts the incurrence of additional obligations secured by the Collateral).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit execution upon the Collateral upon occurrence of an Event of Default.

The **City of Lenoir** will cause the officer who prepares the draft of the **City of Lenoir's** budget initially submitted for the **City of Lenoir's** Council consideration to include in the initial proposal each year the amount of all Loan Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Loan Payments, the **City of Lenoir's** Council may determine not to include the appropriation (in whole or in part) in the final **City of Lenoir** budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

If within 15 days after the beginning of any Fiscal Year the **City of Lenoir** has not appropriated an amount equal to the Loan Payments coming due during the Fiscal Year, or if at any time the **City of Lenoir** amends the annual budget to reduce the amounts appropriated for Loan Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the **City of Lenoir** must send a notice to such effect to **Blue Ridge Electric Membership Corporation** and to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ENTIRE AGREEMENT

This Loan Agreement, the Promissory Note, contain the entire agreement and understanding of the parties, and there are no oral understandings, terms, or conditions not herein recited, and neither party has relied upon any representations not contained in this Loan Agreement, the Promissory Note. All prior understandings, terms, or conditions are deemed to be merged in this Loan Agreement, and the Promissory Note, and the same may not be changed or supplemented orally by either party. The parties intend that this Loan Agreement shall be governed by and construed and enforced according to the laws of the State of North Carolina, without regard to principles of conflict of laws. This Loan Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Loan Agreement by signing any such counterpart.

TERM OF AGREEMENT

This Loan Agreement shall begin on the date first written above and shall terminate upon fulfillment of all obligations to the parties and payment in full of all obligations under the Promissory Note.

[The remainder of this page has been left blank intentionally.]

In witness whereof, the parties hereto have executed this Loan Agreement by their duly authorized representatives as of the date first written above.

ATTEST: (SEAL)

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION

Katie Woodle, Secretary

Doug Johnson, Chief Executive Officer

ATTEST: (SEAL)

CITY OF LENOIR

Shirley Cannon, City Clerk

Joseph L. Gibbons, Mayor

Address: Blue Ridge Electric Membership Corp.
P.O. Box 112
Lenoir, NC 28645

Address: City of Lenoir
P.O. Box 958
Lenoir, NC 29645

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Greg C. Gaskins Secretary,
North Carolina Local Government Commission

Greg C. Gaskins or Designated

[Loan Agreement dated as of December 17, 2018]

STATE OF NORTH CAROLINA; City of Lenoir

I, a Notary Public of such the **City of Lenoir** and State, certify that Joseph L. Gibbons and Shirley Cannon personally came before me this day and acknowledged that they are the Mayor and the Clerk, respectively, of the Council for the **City of Lenoir**, North Carolina, and that by authority duly given and as the act of such **City of Lenoir**, the foregoing instrument was signed in the **City of Lenoir's** name by such Mayor, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this 17th day of December, 2018.

[SEAL]

Notary Public

My commission expires:_____

BOARD APPOINTMENT RECOMMENDATIONS

Parks & Recreation Advisory Board

Schonna Banner 2-year term

Housing Authority Board

Ben Boaz 3-year term

Foothills Regional Airport Authority

Joseph Gibbons 2-year term

BROWNFIELD INITIATIVE 2018

STATUS REPORT



November 20, 2018

Greg D. Icenhour, P.G., MBA
Mid-Atlantic Associates, Inc.
City of Lenoir Brownfields Project Manager



Mid Atlantic
Engineering & Environmental Solutions

What is a Brownfield?

“Abandoned, idled, or underused property where redevelopment is hindered by real or perceived environmental contamination.”





Mid Atlantic
Engineering & Environmental Solutions

Brownfield Examples

- Light Industrial
- Heavy Industrial
- Manufacturing
- Textile Mills
- Junkyards
- Auto Salvage
- Dry Cleaners
- Machine Shops
- Auto Service Stations
- Vacant Lots





Why Brownfields?

- Utilizes existing infrastructure
- Reduces blight
- Reuse brings public benefit (tax base, job growth)
- Nationally, brownfield projects leverage \$17 of private investment for each \$1 of EPA grant expenditure.
- A 2017 study shows residential property values increase between 5%-15.2% within 1.29 miles of brownfield sites.
- 9 jobs leveraged per \$100,000 grant money expended

Project Timeline – Where We Are Today

- November 2017 – Applied for a \$300,000 Hazardous and Petroleum EPA Brownfields Assessment Grant
- April 25, 2018– EPA Assessment Grant Awarded to City
 - *Lenoir is 1 of only 144 National Grantees*
- October 1, 2018 – Grant funds available
- Priority Sites - evaluations underway

Project Status

- Brownfield Advisory Committee (BAC) organized
- Gathering input on target properties
- Have identified 19 potential sites
- Community Outreach underway
 - Lenoir Rotary Presentation 11/16
 - Others planned

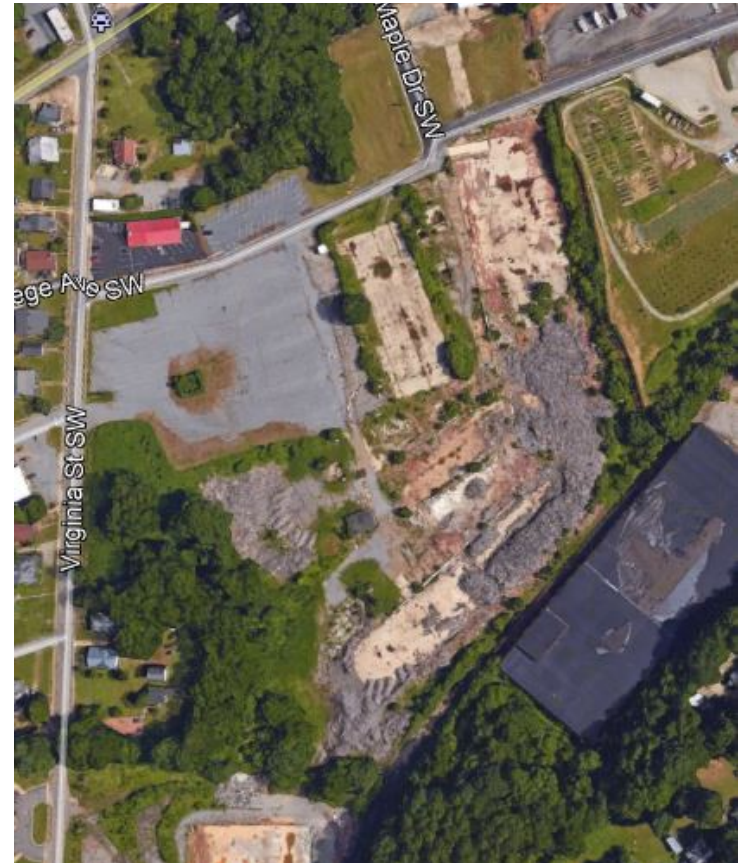
Project Timeline – Where We Are Today

- November 7, 2018 – First Phase I Environmental Site Assessment (ESA) completed – former City Service Cleaners; Priority Site; Phase II assessment proposed



Project Timeline – Where We Are Today

- 15-Acre City-owned Property
 - Priority Site
 - NC Brownfields Eligible
 - Grant funds approved for NC Brownfield Agreement Finalization
 - ARC Grant Funding for debris removal being solicited
 - Grant funds will be used to complete Phase II Work



Project Focus

- Sites with high probability for economic redevelopment
- Sites that with reuse, will create non-residential tax base and job growth
- Fairfield South Area – Several Priority Sites – Investor Interest

Project Contacts

City Project Manager: Radford L. Thomas

Mid-Atlantic Project Manager: Greg D. Icenhour

EPA Project Manager: Brian Gross – EPA Region 4 (Atlanta)

Community Outreach Liaison: TBD

Questions?

Greg D. Icenhour, PG, MBA
Principal Geologist
City of Lenoir Brownfield Project Manager

Mid-Atlantic Associates, Inc.
1125 E. Morehead Street, Suite 104
Charlotte, NC 28204-2849
(980) 585-1271 (O)

(704) 604-5201 (M)
gicenhour@maaonline.com

CITY OF LENOIR

AFTER ACTION MEMO

To: Department Heads/Division Superintendents

From: Scott Hildebran, City Manager

Date: Friday, November 30, 2018

Subject: Action taken by City Council on Tuesday, November 20, 2018.
Review all information to ensure that your department maintains
action taken by City Council.

- ✓ City Council approved the minutes of the City Council Meeting of Tuesday, October 16, 2018, as submitted.
- ✓ City Council approved the minutes of the Committee of the Whole Meeting of Tuesday, October 23, 2018
- ✓ City Council approved an agreement between the City of Lenoir and the Western Piedmont Council of Governments for the City's Brownfields Project.
- ✓ Mr. Greg Icenhour, Vice-President and Branch Manager, Mid-Atlantic Associates, Inc., presented a power point presentation regarding the City's Brownfield Project. The City was awarded a \$300,000 Hazardous and Petroleum EPA Brownfields Assessment Grant on April 25, 2018 and grant funds became available on October 1, 2018. This is a three-year grant and he mentioned that priority site evaluations are underway. The First Phase I, Environmental Site Assessment (ESA) was completed on the former City Service Cleaners making it a priority site. Mr. Icenhour reported that some of the funding may also be used for the 15-acre City owned tract of property that is the former Broyhill Furniture property site.
- ✓ City Council approved a Conditional Use Permit for property located at 1015 Ashe Avenue, NCPIN#2749771412 and Parcel ID#06-4-1-6, for the proposed three (3) unit multi-family development, known as the Education Foundation Teacherage subject to the following conditions:
 1. Prior to obtaining zoning and building permits, the applicant shall resubmit plans for appearance review to ensure aesthetically appealing architecture that is in harmony with existing structures and the B-3 district.
 2. Sidewalks must be installed to connect to sidewalks on either side of the property to match existing widths or meeting the minimum City standard width of 5-feet, whichever is greater.
 3. All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.
 4. The apron and at least the first 15-feet of driveway from Ashe Avenue must be paved.
 5. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal state, or local regulation that applies.

- ✓ City Council approved a Promissory Note/Loan Agreement with Blue Ridge Electric Membership Corporation in the amount of \$1,360,000 for the proposed Fire Station #3 (LFD3) at a rate of 0% interest for a term of 10-years.
- ✓ City Council adopted a Proclamation proclaiming Tuesday, November 27 as “*#Giving Tuesday*” throughout the City of Lenoir and Caldwell County.
- ✓ Due to several meeting conflicts on Tuesday, December 4, City Council was in consensus to begin their regular meeting at **5:00 p.m.** in lieu of 6:00 p.m. The meeting will be held at the City/County Chambers.
- ✓ Several residents of Emerald Place addressed City Council regarding minimum housing violations at 934 Emerald Place. A petition was also submitted by the residents to Council. Planning Director Jenny Wheelock stated Code Enforcement Staff would make this property a priority on the City’s Minimum Housing List.
- ✓ Upon a recommendation by Mayor Gibbons, City Council appointed Schonna Banner to serve a two-year term on the Parks and Recreation Advisory Board. Also, City Council appointed Ben Boaz to serve a three-year term on the Lenoir Housing Authority. City Council also re-appointed Mayor Joe Gibbons to serve an additional two-year term on the Foothills Regional Airport Authority. These appointments were announced at the October 16 City Council Meeting.
- ✓ City Attorney Ed Blair tendered his letter of retirement effective December 31, 2018. Attorney Blair stated he has served as City Attorney for twenty-six years and it has been a wonderful and fun experience. Mr. Blair shared the legal work has been challenging and he has enjoyed working with so many great people as he served as a legal advocate for City Council, the City of Lenoir and City Staff. He thanked City Council for the opportunity to serve. On behalf of City Council, Mayor Gibbons thanked Mr. Blair for his service and noted the City along with City Staff would miss him. He wished Mr. Blair the best.
- ✓ On behalf of City Council, Mayor Gibbons commended City Staff for all of their hard work during the recent downtown events including the Smoking in the Foothills Barbeque event which was a huge success with a large attendance. Mayor Gibbons also shared the annual “Light up Lenoir” was held on Thursday, November 15 and the annual Downtown Christmas Festival will be held on Saturday, November 17.
- ✓ Pursuant to N.C. G.S. §143-318.11(4), (5), City Council entered into closed session to discuss a potential real estate transaction and to receive an update on pending litigation.
- ✓ The following events for the month of November were highlighted:
 - City offices will also be closed on Thursday, November 22 and Friday, November 23 in observance of the Thanksgiving holiday.
 - The fifth annual Cross Community Turkey Tuesday event will be held on Tuesday, November 20 beginning at 6:00 p.m. at the Martin Luther King, Jr. Center. Additional information is available on the City’s website at www.cityoflenoir.com.
 - The Planning Board will meet on Monday, November 26 at 5:30 p.m.
 - The Committee of the Whole will meet on Tuesday, November 27 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
 - The Foothills Regional Airport Authority will meet on Wednesday, November

28 at noon.

- The annual Christmas Parade will be held on Friday, November 30 at 6:30 p.m. in downtown Lenoir.