

1. Agenda Packet

Documents:

[OCTOBER 23, 2018 AGENDA PACKET.PDF](#)

2. Meeting Materials

Documents:

[NOVEMBER 2018 CALENDAR.PDF](#)

**AGENDA
CITY OF LENOIR
COMMITTEE OF THE WHOLE
801 WEST AVENUE
OCTOBER 23, 2018
8:30 A.M.**

I. CALL TO ORDER

II. CITIZEN COMMENT

III. COMMITTEE ITEMS

A. Public Utilities/Public Works

B. Update; MeterSys – Public Utilities Director Radford Thomas

C. McGill Associates – Updated Master Services Agreement – Public Works
Director Jared Wright

D. Update; Right-of-Way Encroachment Agreement (Charter Spectrum) – Public
Works Director Jared Wright

IV. Community Development

A. Lenoir Tourism Development Authority: The Lenoir Tourism
Development Authority met on Thursday, October 11. Kaylynn Horn,
Economic Development Director, will present a report of current
activities.

B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board
met on Thursday, October 11. Kaylynn Horn, Economic Development
Director, will present a report of current activities.

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

1. 211 Arrowood Street – Potential CZ District

2. Update; Cell Towers

D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory
Board met on Monday, October 15. Minutes of the meeting are submitted
as information. Kenny Story, Recreation Director, will present a report of
current activities. Director Story will also review the list of rules and
guidelines for J. E. Broyhill Park.

V. FINANCE & ADMINISTRATION

A. Financial Update – Finance Director Donna Bean

1. Job Reclassifications – Police Department, Parks & Recreation and Planning – Finance Director Donna Bean

2. Tax Releases/Refunds

B. Update; Public Communications – Public Information Officer Joshua Harris

VI. PUBLIC SAFETY

A. Update; Police Department –Chief Brent Phelps

B. Update; Fire Department –Chief Ken Hair

VII. OTHER

A. November Calendar

VIII. ADJOURN

MASTER SERVICES AGREEMENT

This AGREEMENT made and entered into this the ____ day of _____, 2018, by and between the City of Lenoir, North Carolina, hereinafter referred to as "OWNER" and McGill Associates, P.A. with offices at 19th Street Lane NW, Hickory, North Carolina, hereinafter referred to as ENGINEER.

WHEREAS, the OWNER, has elected and desires to retain ENGINEER, a professional consulting firm, to provide services for the accomplishment of certain TASKS and PROJECTS, to be defined by subsequent Task Orders which will reference, and be supplements to, this AGREEMENT, and;

WHEREAS the OWNER may require ON-DEMAND professional consulting services from time to time on an as-needed basis, to assist with the planning, development, and implementation of public works projects, including but not limited to surveying, engineering, public financial services, environmental and regulatory permitting and compliance, assistance with local agreements, capital improvements planning, funding and grantsmanship, economic development, construction administration, and;

WHEREAS, the ENGINEER desires to provide such professional consulting services as may be agreed to by the parties in accordance with this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 – TYPES OF SERVICES RENDERED

1.1 SERVICES RENDERED FOR PROJECT TASK ORDERS

- 1.1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "B". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.1.3 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.1.4 ENGINEER's basic services and responsibilities for each Task Order are outlined herein and further defined in each Task Order. A detailed Scope of Services for each

Task Order, or for Additional Services, will be developed at the direction of the OWNER and will formally become a part of this Agreement through a Task Order executed by both parties. Each Task Order shall include payment provisions and provisions for time of completion by ENGINEER. Unless expressly stated otherwise in a given Task Order, ENGINEER shall perform those services required for each phase as outlined in Section 2 – Basic Services of this AGREEMENT.

1.2 ON-DEMAND SERVICES

- 1.2.1 From time to time, on an as-needed basis, for efforts with undefined or varying scope, the OWNER may request On-Demand Services be rendered by the ENGINEER. This AGREEMENT shall apply for On-Demand Services initiated by the OWNER and rendered by the ENGINEER.
- 1.2.2 On-Demand Services include, but are not limited to assisting the OWNER with the development and review of interlocal agreements, the development of Capital Improvements Planning (CIP) including financial modeling, funding alternatives and grantsmanship.
- 1.2.3 On-Demand services requested and authorized by the OWNER, that are agreed to and rendered by the ENGINEER, shall be provided on an hourly basis in accordance with the “Basic Fee Schedule” dated August 2018, attached hereto as “Exhibit A”.

SECTION 2 - BASIC SERVICES

The following is a general scope of services listing for project planning, design, bidding, and construction administration. Specific scope of services may vary according to the OWNER's need as outlined in each specific Task Order.

2.1 PRELIMINARY PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.2 Coordinate and conduct initial coordination meeting(s) with any other applicable parties as needed for the purpose of establishing communication lines, meet project team members and define project schedules, coordinate various plans and improvements and discuss pertinent matters related to the project.
- 2.1.3 Prepare a preliminary opinion of probable construction costs and a written narrative memorandum of the technical scope of the project resulting from the preliminary determinations to assure a good understanding and coordinate such information with the OWNER.

2.2 DESIGN PHASE

- 2.2.1 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, surveying, and coordination for all construction sequencing of the project as determined in the Preliminary Phase.
- 2.2.2 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process.
- 2.2.3 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as encroachment on NCDOT rights-of-way, sedimentation and erosion control plans, water and sewer system, etc.
- 2.2.4 Provide field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.
- 2.2.5 ENGINEER shall coordinate the services provided by any firms conducting subsurface or structural investigations or other types of construction materials testing and analysis needed for proper design. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services.

- 2.2.6 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable construction cost based on the final design documents.
- 2.2.7 Furnish copies of the final design documents as required to accomplish the design phase.

2.3 BIDDING AND AWARDING PHASE

- 2.3.1 Assist the OWNER in advertising, receiving, opening and evaluating bids in accordance with the State of North Carolina General Statutes. Costs associated with project advertising and bid solicitation shall be paid for by the OWNER.
- 2.3.2 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible, bidder.
- 2.3.3 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.4 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project.

2.4 CONSTRUCTION PHASE

- 2.4.1 Provide periodic on-site observation and construction administration in accordance with the ENGINEERS modified EJCDC general conditions to assistance in the discernment of the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and established schedules. During such visits and on the basis of on-site observations as experienced and qualified design professionals, keep the OWNER informed of the progress of the work, endeavor to safeguard the OWNER against defects and deficiencies in the materials and workmanship of the Contractor and disapprove or reject any work failing to conform to the Contract Documents. ENGINEER shall provide on-site observation and construction administration services for the original duration of the established construction time for the contractor constructing the project. On-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the project shall be considered additional services.
- 2.4.2 Prepare and review Field Orders, Work Change Directives, and Change Orders as required. The provision of special inspections or other materials testing of the work if necessary shall be in accordance with section 2.2.5 of this agreement.

- 2.4.3 Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit. Review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.
- 2.4.4 Based on periodic on-site field observations as an experienced and qualified design professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor and recommend to the OWNER payment to the Contractor in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of ENGINEER's knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.4.5 Conduct a final review of the project with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if Contractor has fulfilled all obligations thereunder so that the ENGINEER may approve to the OWNER final payment to Contractor.

2.5 POST-CONSTRUCTION PHASE

- 2.5.1 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. The provision of surveyed as-builts will be considered additional services.
- 2.5.2 Provide or make available all project files and information to effect project close-out.
- 2.5.3 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of a Project or Task Order, its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction including provision of on-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the project
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon in the Preliminary Phase.
- 3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.5 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.6 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.8 Assistance with property acquisition, easements or right-of-ways and preparation of easement map(s) not specifically included in the Task Order scope.
- 3.9 Provision of G.I.S. or surveying services for As-Builts.
- 3.10 Provision of Special Inspections, geotechnical or subsurface investigations, and construction materials testing during design and construction phases.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to his requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, operating information, previous construction plans, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Pay for all costs incidental to conducting subsurface or structural investigations or other types of construction materials testing and analysis needed for proper design and construction of the project. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services. OWNER shall pay all costs associated with advertising, soliciting bids or proposals from Contractors.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any deficiency in design or defect in the Project.
- 4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 2.2.3 of this Agreement.

- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 – GENERAL CONDITIONS

5.1 SCOPE OF SERVICES

ENGINEER shall render professional consulting services to the OWNER as set forth in this AGREEMENT and specific to each of the individual Task Orders or as may be required by the OWNER from time to time in the provision of On-Demand Services.

5.2 STANDARD OF CARE

ENGINEER 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, place and condition these services are rendered.

5.3 AUTHORIZATION TO PROCEED

Execution of this Agreement will be considered authorization for ENGINEER to proceed with any ON-DEMAND Services that may be required and initiated by the OWNER. The execution by the OWNER of each Task Order will be considered authorization to proceed only for the scope of work specific to that individual Task Order.

5.4 CHANGES IN SCOPE

The OWNER may request changes in the Scope of Services provided in Task Orders. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the associated Task Order.

5.5 COMPENSATION

5.5.1 The OWNER shall pay the compensation to ENGINEER for services rendered as set forth in each of the Task Orders initiated by the OWNER. The OWNER shall compensate ENGINEER for ON-DEMAND services initiated by the OWNER and rendered by ENGINEER, on an hourly plus expenses basis in accordance with the ENGINEER's "Basic Fee Schedule" dated August 2018, attached hereto as "Exhibit A". This Basic Fee Schedule shall be valid for a period of one (1) year starting upon the date of the OWNER's execution of this agreement.

5.5.2 ENGINEER shall submit invoices to the OWNER monthly for work accomplished under this agreement and the OWNER agrees to make full payment to ENGINEER within thirty (30) days of receipt of the invoices. OWNER further agrees to pay interest on all accounts invoiced and not paid within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid unless OWNER disagrees in writing to the invoice within said thirty (30) days. It is also mutually agreed that should the OWNER fail to make prompt payments as described herein, ENGINEER reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

5.6 PERSONNEL

ENGINEER represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement except those noted as additional services or beyond the scope of 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, ENGINEER may do so at their discretion.

5.7 OPINIONS OF PROBABLE CONSTRUCTION COST

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

5.8 TERMINATION

This Agreement may be terminated by OWNER upon 15 days written notice for any reason or no reason at all. This Agreement may also be terminated by either party if the other party fails substantially to perform through no fault of the non-defaulting party and does not commence correction of such non-performance within five (5) working days of written notice to do so and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

5.9 LIMITATION OF PROFESSIONAL LIABILITY

ENGINEER'S liability (including the liability of ENGINEER'S directors, officers, employees and subcontractors) for OWNER's damages resulting from professional negligence, errors and omissions will, in aggregate, not exceed the total fees paid by the OWNER for the Scope of Services referenced herein or \$100,000.00, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement, Task Orders or any documents incorporated into it or referenced by it. At additional cost, OWNER may obtain a higher limit prior to commencement of services.

5.10 ASSIGNABILITY

This agreement shall not be assigned or otherwise transferred by either ENGINEER or the OWNER without the prior written consent of the other party.

5.11 SEVERABILITY

The provisions of this 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 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.

5.12 OWNERSHIP OF DOCUMENTS

The intellectual property contained in documents, calculations, drawings, maps and other items generated during the performance of services by the ENGINEER shall remain the property of ENGINEER. The foregoing notwithstanding, ENGINEER grants OWNER a non-revocable license to use the deliverables in any manner it sees fit in connection with the intended Project. Use beyond the intended Project is prohibited. ENGINEER shall assume no liability for inappropriate use of the deliverables.

5.13 EXCUSABLE DELAY

If performance of service is affected by causes beyond ENGINEER control, project schedule and compensation shall be equitably adjusted.

5.14 INDEMNIFICATION

OWNER and ENGINEER agree to indemnify, defend and hold each other harmless from any and all claims, and costs brought against either party which arises in whole or in part out of the failure by the other party to promptly and completely perform its obligations under this agreement, and as assigned in each of the Task Orders or services rendered as On-Demand. Information supplied by the OWNER shall be deemed reliable by ENGINEER in performing its duties.

5.15 INSURANCE

ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Evidence of such insurance shall be delivered to the OWNER on or before the commencement of work. OWNER shall be given written notice at least thirty (30) days in advance of any termination of any insurance coverage.

A. AUTOMOBILE LIABILITY

Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

B. COMMERCIAL GENERAL LIABILITY

Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER's behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and

contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

C. PROFESSIONAL LIABILITY

Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.

D. WORKERS' COMPENSATION

Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

5.16 CHOICE OF LAW

This Agreement shall be governed by the internal laws of the State of North Carolina.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR SERVICES RENDERED

- 6.1.1 **TASK ORDERS:** The OWNER will pay the ENGINEER for services rendered as outlined in each Task Order.
- 6.1.2 **ON-DEMAND SERVICES:** Due to the limited scope and short duration of need, the OWNER will pay the ENGINEER for services rendered for OWNER authorized On-Demand services an amount based on actual time, materials spent plus expenses incurred by principals, employees and agents of the ENGINEER in accordance with Exhibit "A" – Standard Rate and Fee Schedule.
- 6.1.3 ENGINEER will invoice separately for each Task Order and OWNER authorized On-Demand services, should there be any. Each On-Demand services invoice will include an itemization of ENGINEER's staff type, hours expended, and expenses incurred.

6.2 PAYMENT FOR ADDITIONAL SERVICES

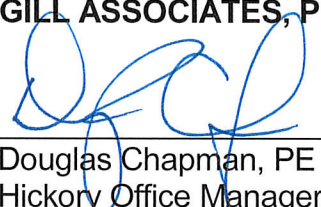
- 6.2.1 Should the OWNER initiate additional services beyond those included in an individual Task Order, the OWNER agrees to pay the ENGINEER for those Additional Services rendered an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Task Order in accordance with Exhibit "A" – Standard Rate and Fee Schedule, should any of these Additional Services be requested by the OWNER.

SECTION 7 – ENTIRE AGREEMENT

- 7.1** This Agreement and subsequent Task Orders constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: 
 Douglas Chapman, PE
 Hickory Office Manager

(SEAL)

CITY OF LENOIR

ATTEST: _____
 Shirley Cannon
 City Clerk

By: _____
 Scott Hildebran
 City Manager

This instrument has been preaudited in the manner required by GS 18B702

 Donna Bean
 Finance Director

EXHIBIT A
STANDARD RATE AND FEE SCHEDULE



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.

EXHIBIT B**TASK ORDER NO. ____**

This **TASK ORDER NO. ____** dated the _____, day of _____ 20____, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated _____, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: _____.

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

--

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. ____ the following Not to Exceed and/or Lump Sum amounts:

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. ____ in duplicate originals:

EXECUTED this _____ day of _____, 20____.

McGill Associates, P.A.

Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

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

By: _____
Donna Bean
Finance Director

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STATE OF NORTH CAROLINA
CALDWELL COUNTY – CITY OF LENOIR

CITY OF LENOIR, NC

-AND-

CHARTER COMMUNICATIONS PROPERTIES LLC

MASTER RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, 2018, by and between the City of Lenoir, as North Carolina Municipal Corporation, party of the first part (the “**City**”); and Charter Communications Properties LLC, party of the second part (“**Grantee**”);

WITNESSETH

THAT WHEREAS, in connection with the construction, operation and maintenance of its cable telecommunications system, Grantee has submitted to the City application 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 (hereinafter, “Public Streets”) in order to expand its current system by installation of additional underground and above-ground facilities; and

WHEREAS, it is to the material advantage of the Grantee to effect this Agreement, and the City in the exercise of authority conferred upon it by North Carolina law, is willing to permit the encroachment described herein within the limits of the of the Public Street rights-of-way as indicated, subject to the conditions of this Agreement; and

WHEREAS, Grantee desires and intends to submit to the City applications (“Project Applications”) for approval of construction projects (“Expansion Projects”) to expand its cable telecommunications system (the “Facilities”) which, if approved by the City, shall be constructed, operated and maintained in accordance with the provisions of this Master Right-of-Way Encroachment Agreement (the “Master Agreement”) and in accordance with City Ordinances, as well with any additional as terms and conditions of “Expansion Permits” approved and issued by the City in accordance with the provisions of this Agreement; and

WHEREAS, in addition to Expansion Projects as more specifically defined below, Grantee desires and intends subsequently to construct, operate and maintain “Service Drops,” as defined below, in order to provide cable telecommunication services to its existing and future customers, and permission is hereby granted by the City to Grantee for such Service Drops to be constructed, operated and maintained in accordance with the terms and conditions of this Master Agreement, as more specifically stated below; and

WHEREAS, the City believes that it is efficient and in the public interest to permit multiple encroachments by a Grantee in accordance with the terms and provisions of this Master Agreement and that such an approach is consistent with N.C.G.S. 160A-296 and the City of Lenoir Code of Ordinances; and

WHEREAS, the City is willing to permit non-exclusive, revocable (subject to applicable law) permission to encroach upon said Public Streets, within the limits and extent of the City's rights-of-way as indicated, in accordance with and subject to the terms and conditions of this Master Agreement and for the purposes described herein; and in accordance with the terms and conditions of the Expansion Permits approved by the City.

NOW, THEREFORE, IT IS AGREED that the City hereby does or will grant permission to the Grantee to make the described encroachment(s) on City-maintained Public Streets upon the following conditions, to wit:

That such Permission to encroach is for the purpose of construction, operation and/or maintenance of Grantee's cable telecommunications system facilities ("**Facilities**").

Except as otherwise agreed by the parties, the installation, operation and maintenance of the above described Facilities shall be accomplished consistent with and in accordance with the same applicable standards of the latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY of the State of N.C. Department of Transportation Division of Highways, applied to the City of Lenoir as well as to the N.C. Department of Transportation, and such revisions and amendments thereto. These policies and procedures may be obtained from the office of the N.C. Department of Transportation, and information about these policies and procedures may be obtained from the office of City of Lenoir Street Superintendent. Such installation, operation and maintenance shall also be accomplished in compliance and in accordance with City Ordinances as well as such other conditions as may be set for in Expansion Permits approved by the City under this Agreement.

The parties additionally agree as to the following specific terms and conditions.

- (a) Grantee will provide proper signs, signal lights, flagman and other temporary warning devices for the protection of all traffic vehicular and pedestrian, in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways of the N.C. Department of Transportation ("**MUTCD**") and amendments or supplements thereto during any installation, operation and/or maintenance of the Facilities Grantee places in the Public Streets pursuant to this Agreement; provide at least three (3) business days advance notice to City of any work which will require sidewalk or lane closure or traffic control measures lasting more than twenty-four hours; and ensure that temporary pedestrian accessibility is provided in accordance with Americans with Disabilities Act Accessibility Guidelines and the MUTCD.
- (b) Grantee will install, operate and maintain the Facilities at Grantee's sole cost and

expense in accordance with City's standard specifications and details, as such may be amended from time to time, and other City ordinances and policies, and otherwise in such a safe and proper condition such that installation, operation and maintenance of Facilities will not endanger or otherwise interfere (i) with use of a Public Street as a way of passage, (ii) with traffic on any Public Street, (iii) with the City's maintenance of any Public Street, (iv) with City's operation or maintenance of any other City-owned infrastructure located within or adjacent to the Public Street, including but not limited to greenways, underground fiber and water, sewer, or reclaimed water lines, or (v) with any third party's operation or maintenance of any other infrastructure or equipment located within the Public Street, so long as such infrastructure or equipment is lawfully present within the Public Street.

- (c) An **Expansion Project** shall include any construction of additions to Grantee's Facilities located on, under or within the Public Streets which are for the purpose of generally providing cable telecommunications to more than one of the Grantee's existing or new customers. A **Service Drop** project shall include construction of additions to Grantee's facilities located on or within the Public Streets which are for the purpose of providing cable telecommunications services to a single new or existing customer of Grantee which do not exceed a maximum of two hundred fifty (250) additional linear feet of encroachment on the City's right-of-way and the period for such construction does not exceed a total of seven (7) consecutive days. A **Maintenance Job** shall include repair work by Grantee on a portion of its existing Facilities solely for maintenance and not expansion of such Facilities and which repair work does not exceed a period of seven (7) consecutive days.
- (d) In order to construct a new Expansion Project Grantee shall submit to the City's Director of Public Works, Engineering and the City's Street Superintendent a written Project Application in the form as set forth in the attached **Exhibit A**, including the specified information and documentation therein referred to or described. Upon review of such Application, the City will for qualifying projects issue an Expansion Permit setting for the terms and conditions for approval of the Expansion Project.
- (e) In order to construct or install a Service Drop or to perform Maintenance Job, as defined above, Grantee shall notify the City's Director of Public Works, Engineering and the City's Street Superintendent in writing at least 72 hours prior to construction the following information: (i) the specific address of the service location; (ii) the scheduled beginning construction date (iii) the schedule time of completion of construction; (iii) the name and contact information of a designated Charter Communications contact person for direct communication between the City and the Grantee regarding the Service Drop. Grantee is not required to submit a Project Application or obtain an Expansion Permit for installation of a Service Drop or to perform a Maintenance Job, provided that Grantee complies with the other provisions of this Agreement, including but not

limited to the notification provisions.

- (f) Grantee will promptly and fully repair any damage to the Public Streets, all City-owned infrastructure, and all other areas disturbed during installation, operation and maintenance of the Facilities, including but not limited to pavement, sidewalk, curb and gutter, drainage systems, signs, pavement markings, underground fiber, and water, sewer, or reclaimed water lines, hardscape and **shall restore to the condition existing prior to Grantee's disturbance**, re-establishing grass cover with seeding and spreading of straw for finishing, all to the satisfaction of City. Restoration of damaged infrastructure shall be performed by an appropriately licensed contractor and be directed by an engineer licensed to practice in the State of North Carolina, both approved in advance by the City. In the event that the Grantee fails to promptly and fully repair any such damage to the Public Streets in a timely manner, the City in its sole discretion may conduct and accomplish such repairs, and the Grantee agrees to reimburse the City of the actual costs and related expenses of such reports. The Grantee also agrees to reimburse the City for any and all costs incurred by the City for administration, legal, and inspection of Grantee's construction, damage caused by or maintenance work of its Facilities.
- (g) Grantee will exercise reasonable precaution during construction and maintenance of the Facilities to prevent soil erosion, silting or other pollution of any surface water or groundwater, and otherwise comply with all applicable rules and regulations, including all applicable rules and regulations of the North Carolina Department of Environmental Quality, Division of Energy, Mineral and Land Resources Management, and applicable City ordinances.
- (h) Grantee will give written notice to City when any work completed on each specific Public Street on which traffic has been temporarily suspended or disrupted and has been opened to traffic is completed pursuant to this Agreement. Upon completion of the Expansion Project, the Grantee shall provide to the City an accurate Record Drawing, both in hard copy and in a digital format acceptable to the city, signed and sealed by an engineer or surveyor licensed to practice in North Carolina, indicating the as-built locations of the Grantee's Facilities within the Right-of-Way or Easement and proximity to all other surface and underground infrastructure.
- (i) Grantee shall promptly reimburse City for any costs or expenses, including but not limited to legal expenses and attorney's fees, and lost revenue of City, reasonably incurred, for any repairs to the Public Streets, any City-owned infrastructure, or other structures resulting from Grantee's installation, operation, or maintenance of the Facilities, following receipt of invoices from the City detailing those costs (and including supporting documentation, if requested by Grantee).
- (j) Within 30 calendar days, Grantee agrees to remove or alter the Facilities at its

cost, at City's request in the event that City, or its contractor, need to conduct work in the relevant areas in connection with a governmental activity, where the Facilities are in conflict with such work (as reasonably determined by the City) and unless applicable law provides otherwise; provided however, that if in connection with a specific City project the City compensates any similarly situated person for relocating or moving its facilities, City will compensate Grantee for relocation or moving its facilities in connection with the same City project using City's standard processes and practices applicable to all third parties.

- (k) Grantee understands and agrees that damage or destruction may occur to Facilities and other property of Grantee in the course of City's operations, maintenance, repair, improvement and expansion of its infrastructure. City will, in non-emergency cases, use reasonable care to minimize, mitigate, and avoid damage to Grantee's property and Facilities in the course of the City's operations. However, City assumes no responsibility or liability for reimbursement or payment to Grantee for costs, expenses or other payments which result from any such damage, destruction, or service interruptions which may occur as a result of such City operations.
- (l) Grantee understands and agrees that Permission is non-exclusive, that additional encroachments by others may be permitted in the Public Streets ("**Third Party Encroachments**"), and that City is not liable for any damage to Facilities that arise from the installation, maintenance, or existence of Third Party Encroachments; and that any recourse for such damage must be from the Third Party Encroacher. Grantee does release, waive and discharge any legal rights to seek payment or relief of any kind from the City, its officers, boards, commission and employees, for any damages resulting from Third Party Encroacher(s).
- (j) Grantee will indemnify, defend and hold harmless the City, its officers, boards, commissions, employees, and contractors from and against any and all damages, loss, costs, expense and claims and liabilities, from third party claims arising from the faulty or negligent installation, operation, maintenance or existence of the Facilities.
- (m) Grantee agrees to have available at Expansion Project construction site(s), at all times during construction, a copy of the Expansion Permit showing evidence of approval by the City. The City reserves the right to stop all work unless evidence of approval can be shown.
- (n) Provided the work contained in this agreement is being performed on a completed street open to traffic, Grantee agrees to give written notice to the City of Lenoir Director of Public Works, Engineering of the party of the first part when all work contained herein has been completed.
- (o) That in case of noncompliance with the terms of this agreement by Grantee, the City reserves the right to stop all work until the activities, jobsite and facility has

been brought into compliance or removed from the right of way at no cost to the City. It is agreed by both parties that the Grantee is solely responsible for safety with regard to the construction, installation and maintenance of their Facilities.

- (p) It is agreed by both parties that any approval granted for an Expansion Project by the City under this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date an Expansion Permit is approved by the City, unless written waiver is secured by the Grantee from the City. Once construction work has begun, such work must be completed within the time period stated in the Expansion Permit.
- (o) Grantee may not increase the burden upon the City's streets, highways or sidewalks beyond that specified and described in this agreement without obtaining written agreement from the City to do so. This is a non-exclusive agreement, and the City reserves the right to grant permission for encroachment(s) to other parties as well.
- (q) Grantee acknowledges and agrees that, by granting permission for encroachment as set forth in this agreement, the City makes no warranty or representation as to the existence or specific location or extent of the City's right(s)-of-way or easements whether acquired by deed or other instrument of conveyance or acquired by prescriptive or adverse use or possession; that the City's grant of permission to the Grantee is qualified and limited to by the legal right(s) of the City to do so; and it is the sole responsibility of the Grantee to acquire, where necessary, the right or permission from or of any third party(ies) who may own or assert any ownership or other interest(s) in property affected by Grantee's construction, operation or maintenance of the Facilities which may encroach upon any such third party's interest(s). Grantee agrees to indemnify and hold the City harmless from liability or payment based upon claim(s) by any third parties based upon the Grantee's encroachment(s) and/or the City's limited permission for encroachment on the the Public Streets, including payment of legal and other costs related to the City's defense of any such claims.
- (r) This Encroachment Agreement **may not be assigned** without the prior written consent of the City. Grantee may subcontract the construction, operation and/or maintenance work on the Facilities (the "Work"), provided that the Grantee shall be and remain responsible for the Work and all required insurance and financial security. Grantee desires to subcontract all or portions of the Work to one or more Grantee contractors and desires that its contractors be permitted to submit Project Applications under this Agreement for Grantee. Such subcontract work, construction and restoration shall, at all times, be directly supervised by a Grantee representative. The City will accept Project Applications under this Agreement signed by Authorized Individual with the understanding and agreeing that Grantee is and shall remain responsible for all such applications and submittals. "Authorized Individuals" means any individual that Grantee has designated by a

Letter of Authorization in the form attached hereto in **Exhibit D**, provided to the City, as may be superseded from time to time by an Amended Letter of Authorization in the form attached hereto as **Exhibit E** provided to the City. Permit applications may be signed electronically pursuant to the requirements of N.C.G.S. Chapter 66, Articles 11A or 40. All entities performing the Work must be appropriately licensed and bonded North Carolina contractors.

- (s) Grantee shall procure and maintain liability and worker's compensation and other insurance at all times during performance of Work under this Agreement and any approved Expansion Projects, in the amounts and under the terms stipulated on the *Schedule of Insurance* attached as **Exhibit B**. The Grantee shall deliver to City a certificate of insurance evidencing such coverage, and that City is named as an additional insured. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (t) Within ten (10) days of execution of this Agreement by the parties, the Grantee shall furnish a blanket Performance Bond ("Blanket Bond") in an amount equal to \$3,000,000 to the City as security for the faithful performance of this Agreement , and shall be in full-force for the term of this Agreement. The blanket bond will be in a form acceptable to the City in substantially the form of **Exhibit C**. In addition, an Expansion Permit approved by the City under this Agreement may require additional such Performance Bond coverage in an amount(s) specified by the City in an Expansion Permit, as City, in its sole discretion, may establish and determine based on the nature and extent of the Expansion Project. If at any point during the Term of this Agreement, the City reasonably concludes that the blanket bond amount is insufficient in sum to provide security to the City for uncompleted Facilities work under outstanding permits issued to Grantee from time to time, the City may, by no less than thirty (30) days prior written notice to Grantee, require Grantee to furnish an additional bond in an amount to be reasonably determined by the City to bring the bond up to a sufficient sum prior to approving any further permit applications.
- (u) Grantee must comply with all relevant provisions of the City of Lenoir Code of Ordinances. In the event of conflict between the requirements of this Master Encroachment Agreement, the City of Lenoir Code of Ordinances, or the terms of any approved Expansion Permit (if applicable), the more restrictive requirements shall apply.

Notice. Notices to Grantee under this Agreement shall be sent to the following address:

Mike Tanck
Charter Communications

Director of Government Affairs
 3140 West Arrowood Road
 Charlotte, NC 28273

Notices to City under this Agreement shall be sent to the following address:

City of Lenoir Director of Public Works, Engineering **and**
 City of Lenoir Street Superintendent
 P. O. Box 958
 Lenoir, North Carolina 28645

- (v) Other. Neither party waives any rights it may have under applicable law with respect to the subject matter in this Agreement. This Agreement shall be governed in all respects by the laws of the State of North Carolina and the parties do stipulate and agree to submit to the jurisdiction of appropriate division in Caldwell County of the North Carolina General Court of Justice in the event that either party initiates any civil court action regarding such party's respective rights or interests under this Agreement.
- (w) The "Term" of this Agreement is thirty (30) years (the "First Term"). At the end of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either party as provided herein or unless superseded by a new or amended agreement. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. In the event of termination of this Agreement all work of Grantee within the Public Streets until such time as a new written agreement has been executed between the parties.
- (x) This Agreement does not constitute conveyance to Grantee of a right-of-way, easement or other interest in real property. It grants revocable permission to the Grantee to encroach upon the City's Public Streets during the Term of this Agreement for the purposes, and in accordance with the terms and conditions, set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

CITY OF LENOIR, NORTH CAROLINA

Name:

Title:

Name:

Title:

ATTEST:

**CHARTER COMMUNICATIONS
PROPERTIES LLC**

Name:

Title:

Name:

Title:

EXHIBIT A

PROJECT APPLICATION

This Request for Permission to Encroach on Public Rights-of-Way is submitted pursuant to the Master Right-of-Way Encroachment Agreement dated _____ between the Charter Communications Properties, LLC, and the City of Lenoir (the “***Master Right-of-Way Encroachment Agreement***”). All approvals are subject to, and incorporated by reference within, the Master Encroachment Agreement.

- (1) Specification of facilities to be installed.
- (2) Installation method(s).
- (3) Specific location(s) of installation (map enclosed with the information as shown on Exhibit A1).
- (4) Proposed construction date(s) for beginning and completion of the Expansion Project.
- (5) Contact information and designated contact person for Charter Communication Properties, LLC.
- (6) Such additional information and/or documentation as the City may require.

Submitted this ____ day of _____, 2018, by the following Authorized Individual of Charter Communication Properties, LLC.

Name: _____

Title: _____

Address

Telephone

Email

EXHIBIT B**SCHEDULE OF INSURANCE**

The insurance required by the Master Right-of-Way Encroachment Agreement be as provided herein and written for not less than the following amounts, or greater if required by law:

1. Workers' Compensation
 - a. Statutory Coverage for North Carolina
 - b. Employers' Liability
 - \$500,000 Per Accident
 - \$500,000 Disease Policy Limit
 - \$500,000 Disease Each Employee

2. Commercial General Liability (including Premises-Operations; Personal injury; Products and Completed Operations; Bodily Injury; Broad Form Property Damage and Contractual Liability). The Grantee shall include the City of Lenoir and its employees, agents and consultants as additional insureds on the Commercial General Liability Policy.
 - a. Combined single limit (bodily injury and property damage):
 - \$3,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$ 50,000 Fire Damage (Any One Fire)
 - b. Property Damage Liability Insurance (shall provide X, C, and U coverage)
 - c. Products and Completed Operations insurance shall be maintained for a minimum period of two (2) years after completion of work under approved permit application.

3. Business Automobile Liability (including hired and non-owned auto coverage):
 - Combined Single Limit; \$1,000,000 Each Accident

4. Umbrella Excess Policy
 - \$5,000,000 Over Primary Insurance. Grantee may use any combination of primary and excess insurance to meet required total limits. Grantee may self insure the required coverage.

Certificate of Insurance acceptable to City shall be filed with City prior to commencement of any work. Coverage afforded under the policies will not be canceled, if not renewed, until at least thirty (30) days prior written notice has been given to the City.

EXHIBIT C

PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The CITY OF LENOIR, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____ Dollars (\$) _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the “Contracting Body”, in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain “Master Encroachment Agreement Municipal Streets and Right of Way” with the Contracting Body, dated as of the _____ day of _____, 20__ for work described therein, a copy of said Agreement is hereto attached and made a part hereof.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and seal of each corporate party being hereto

affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary (SEAL) Principal

By: (3)
(Name and Title)

(Address)

Witness as to Principal

(Address)

Surety

By: (4)
(Name)

ATTEST:

By: (SEAL)
(N.C. Resident Agent)

(Address)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company of an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for performance bond surety.

EXHIBIT D**LETTER OF AUTHORIZATION**

[Date]

City of Lenoir
 Director of Public Works, Engineering & Engineering
 PO Box 958
 Lenoir, NC 28645

Re: **LETTER OF AUTHORIZATION**

Dear Sir or Madam,

This is to notify you that, pursuant to Paragraph (q) of the Master Right-of-Way Encroachment Agreement dated _____, 2018, _____ hereby designates the following Authorized Individuals who may submit and sign permit applications and other submittals for _____:

[insert name and title for each Authorized Individual]

This authorization may be withdrawn or amended and superseded by written Amendment to Letter of Authorization from _____ to City. To add to the number of Authorized Individuals, the Amendment should include any current Authorized Individuals whose authority will continue. Only named Authorized Individuals in the most current Letter of Authorization will be recognized by City. Any amendment to Letter of Authorization shall be sent in the same manner that this initial Letter of Authorization was sent to City and shall be effective prospectively 24 hours after receipt by the City.

 (Print name) _____
 Duly-authorized officer of _____

From: Wheelock, Jenny
Sent: Tuesday, October 9, 2018 2:46 PM
To: Hildebran, Scott
Cc: 'nick@citycountyins.com'
Subject: 211 Arrowwood St -- potential CZ district

Scott,

I have a potential project that I'd like to get some initial feedback from Council on before we move forward. It's a little different from the usual requests that Council reviews, in that the applicant will be asking for a Conditional Zoning district but does not (and will not) have a specific site plan. He's trying to market the property, and the existing zoning just doesn't "work" for what (IMO) ideally should go on the property (townhomes or multi-family). Therefore, it would be moving through our process without a site plan or specific information – it's more like a conventional re-zoning in that Council would have to look at the range of development options and make a policy decision as to whether or not the zoning was a good fit for the area, without knowing exactly what would happen.

The Property:

- 211 Arrowwood Street, which was originally developed as the Camelot golf club. The property is zoned R-15 on the lower half and R-12 on the upper half.
- The property has always been zoned residential. How, you might ask, was a restaurant built there? Well, they received a Special Use Permit for a Golf course with a country club. It has been operating as a restaurant since the golf course closed down, which is not a permitted use in the R-15 zoning district. Now that it's been vacant so long, any vested rights under the old approval are gone, and arguably they never had any rights to a restaurant use there. This one of those quirky properties where the actual development is probably "OK" but the zoning says its illegal.
- In the past, conditional use permits have been approved for apartments/townhomes on the upper part of the property (the southernmost part that's out of the flood hazard zone). These apartments were never built.
- A good portion of the property is located in the floodway, which restricts future development. I'm not as comfortable recommending a rezoning to a commercial district like B-2 (which would accommodate the commercial use of the building) because it implies development rights for a large range of uses that actually should not be allowed within such an environmentally sensitive, flood-prone area.

The request:

Re-zone the property to Conditional Zoning to accomplish two things: legalizing future restaurant use of the existing building and parking area, and creating some "by right" parameters for the construction of higher density housing on the upper portions of the land. Currently, ALL requests for multi-family require conditional use permits, and conditional use permits require a fairly high level of pre-planning/site-planning so that Council (and the neighbors) have a concrete plan to respond to. The conditions and findings are based on a specific development proposal. In this case, we would be looking at something much less concrete, but we could program in the exact types of conditions that we normally would with a more specific proposal.

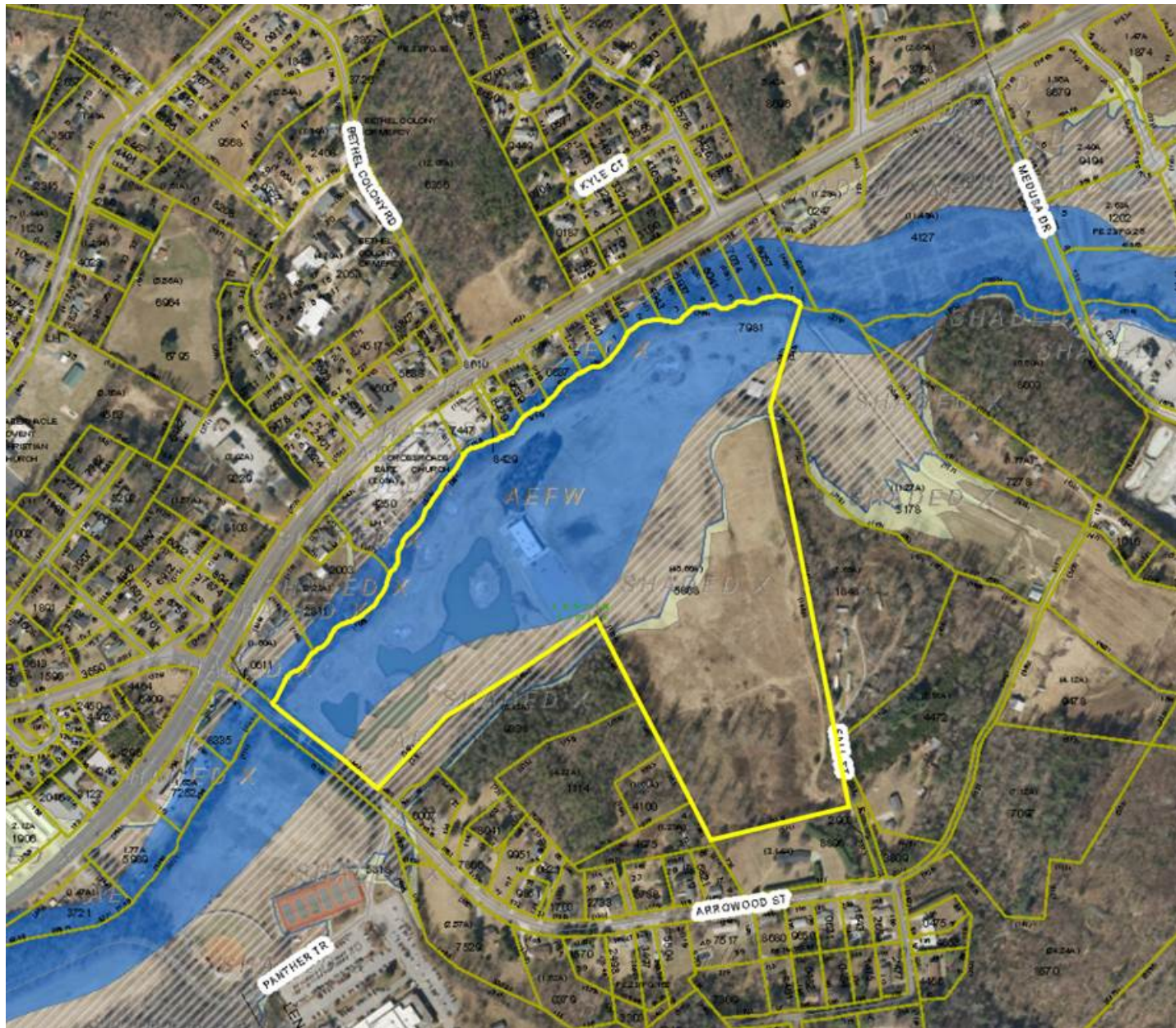
My suggestion would be something like adding multi-family and restaurant uses to the list of permitted uses, and then leaving the R-15/R-12 zoning district standards as the base. We could limit the number of units based on concerns over traffic and appropriate density, establish height restrictions (residential is

limited to 35 ft. already so maybe this is unnecessary), establish the bufferyards, dictate design, require secondary access on Falls Ave, etc. Basically we can do everything we'd do with a CUP, but since its legislative and not quasi-judicial we can do it with citizen input and flexibility the QJ process doesn't allow us. Then, later when a specific project is proposed, I review it against the standards of the CZ district just like I would any other "by right" project. The developer has the benefit of designing the project specifically to meet the parameters we've established in the zoning district.

The benefit to the City is the creation of a site that allows "by right" multi-family housing. One of the biggest hold-ups to development is the uncertainty developers face through the public hearing process. (Not that we can really dictate this, but to my knowledge this is NOT a site in the running for tax credit housing but rather is being marketed to market-rate townhome and apartment developers.) As a "bonus" we eliminate the uncertainty around the permitted uses of the existing restaurant building, which will continue to "haunt" us no matter what direction Council wants to take on the multi-family angle.

Here's a map of the property. I thought we could discuss briefly at COTW, but if you felt it appropriate to send this email around to Council and get some initial feedback (if possible), I know the owner would appreciate some direction in how to move forward. I think this is a good candidate for Conditional Zoning, and I think is consistent with good zoning practice used across the state. However, it's a little "new" for us in Lenoir....so I also don't want to encourage the owner to pursue something that is a waste of everyone's time. Thoughts?

Thanks,
Jenny





Recreation Administrative Offices (828)757-2165 - Fax (828)758-1315
Martin Luther King Center (828)757-2170
Lenoir Aquatic & Fitness Center (828)757-2196
Mulberry Recreation Center (828)757-2165
www.cityoflenoir.com/parks

Recreation Advisory Board Meeting

Minutes

Monday, October 15, 2018

The Recreation Advisory Board met at the Optimist Park Clubhouse at 6:00pm.

Members present for this meeting were: Scott Barnett Michael Dineen, Rick Pierce and James Robertson.

Staff members present were: Kenny Story and Maria Swanson.

Absences included: Darrell Lipford, Erik Rabinowitz, and Crissy Thomas, Ex-Officio.

Members were welcomed by Scott Barnett.

Minutes from the August 20, 2018 and September 17, 2018 meetings were reviewed. Motion made to approve minutes made by Robertson, seconded by Pierce. Motion carried.

Director's Report

- Update on JE Broyhill Park: All bids for paving the parking lot and curbing, guttering and sidewalks were submitted to city council. Selected bids were approved and all work should begin later this week, depending on weather. Once work is completed, we can officially reopen the park. There are still a few signs to be put up and beautification projects, such as mulching and benches, but these will be able to done after reopening. The community is already using the picnic shelters.
- Lenoir Youth Soccer Association soccer season will finish up the first week in November.
- Martin Luther King Jr. Center: Halloween Carnival for ages 12 and younger will be held on October 31st from 5:30-8pm.
- Aquatic Center: The Meleah Mikeal 5k/10k/Half marathon will be held on November 3rd with the start and finish at the Soccer Complex.
- Mulberry Recreation Center:
 - o Fall Baseball and Softball games will finish up next week.
 - o Basketball and Wrestling signups are ongoing until November 2nd.
 - o Tennis Court resurfacing has been ordered and will be delivered in 2-3 weeks. Once delivered, we will install ourselves.
- Optimist Park: We are working on getting bids for the playground, restrooms and parking lot. All work will need to be completed by October 2019.
- Smokin' in the Foothills BBQ Festival will be held on Friday October 19th and Saturday, October 20th in downtown.
- Lenoir Christmas Parade will be Friday, November 30th at 6pm in downtown Lenoir. The lineup area for participates will change slightly this year to hopefully decrease congestion in the lineup area.

New Business

The set of rules for the JE Broyhill Park were presented to the board for review and suggestions. (a copy of these rules are attached to the minutes) These will be posted at several locations in the park.

Jenny Wheelock from the Planning Department came to talk to the board about the layout of the land and what land is potentially available for recreational needs. She brought several maps showing where the city owns property; most of which was in the core area of downtown. She discussed her department's neighborhood stabilization efforts which at first will focus on the West End and Freedman communities. She feels that Recreation will be a vital proponent for the planning and revitalization of these communities.

Old Business

No Old business was discussed.

There being no further business to discuss, the meeting was adjourned at 7:20pm

The next advisory board meeting will be held on Monday, February, 18, 2019

Minutes submitted by: Maria Swanson

Welcome to J. E. Broyhill Park

Park Hours: Daylight to Dusk

This is your Park. Preserving it will insure many years of enjoyment and recreation for everyone.

HAVE FUN, BE SAFE, AND RESPECT THE PARK AND ITS USERS.

Parks Rules:

Use basketball court at your own risk.

Bicycles, roller blades or skate boards are not allowed inside the basketball court.

Do not hang on rims.

Basketball court is for basketball play only.

No inappropriate language or misbehavior.

No loud music.

No alcohol, tobacco, vaping, or drugs allowed

No weapons allowed.

No pets allowed

No littering. Be a good steward and pick up your trash.

All other City of Lenoir rules apply.

The City reserves the right to remove anyone from the park for violation of these rules or other misbehavior.

To reserve the shelters or to report damage or misuse of the park, please call the Parks and Recreation Department at 828-757-2165.

For Emergencies, Call 911

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	

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

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

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 CECELIA	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

September 2018 Communications Report

By Joshua Harris, Public Information Officer

10/3/2018

LENOIR
North Carolina



CONTENT CREATION

News Releases

8

Photos

162

Videos

4

Social Posts

219

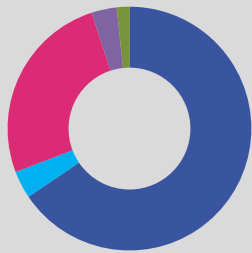
City Alerts

7

PUBLIC ENGAGEMENT

New Followers

656



Facebook Twitter Instagram
eNews City Alerts

Social Reach

113,258

Facebook 104,091
Twitter 8,869

Video Views

3,844

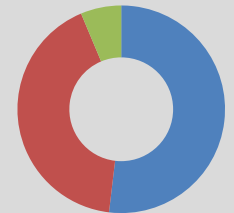
Facebook 3,803
YouTube 41

Website Views

30,312

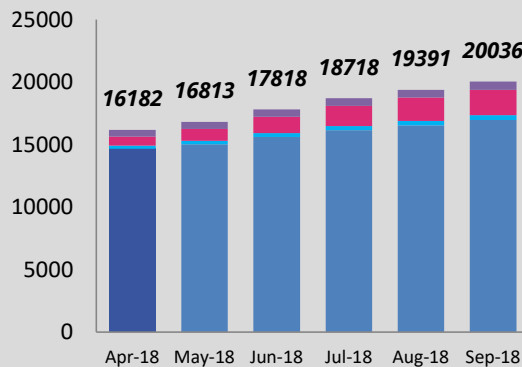
Top Pages

- 1 jobs
- 2 payonline
- 3 onlineservices
- 4 waterservice
- 5 police
- 6 lafc
- 7 Hurricane Florence Information

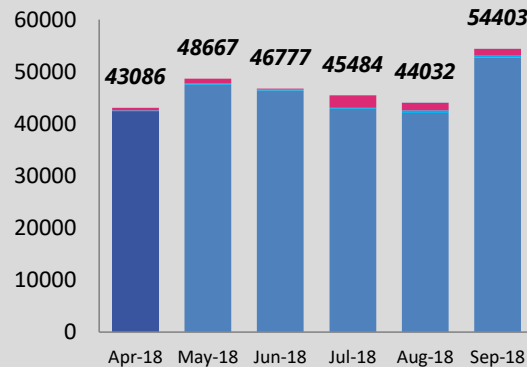


Mobile
Desktop
Tablet

Total Followers



Social Engagement

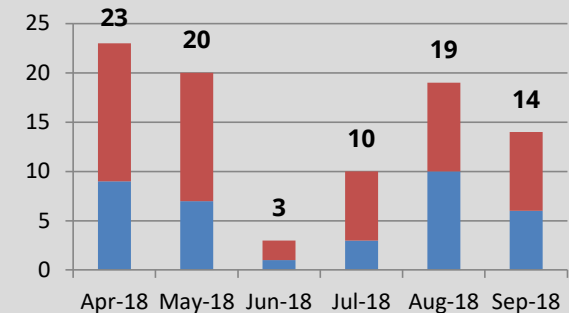


Media Coverage

14

Papers 6

Web 8





Top Facebook

Reach: The number of people who saw the post on their feed

Total Facebook Followers

16,963

Lenoir Police Department •
Published by CI Div [?] · September 21 at 9:49 AM ·

The Lenoir Police Department is seeking the public's help to identify persons of interest in reference to larceny. On 09-08-2018 two white females entered Lowe's Home Improvement. They loaded three Husqvarna string trimmers, one Remington chainsaw, and three Caterpillar generators onto a cart and exited the store without paying. If you can identify either person, please contact the Lenoir Police Department in the following ways:

1. Anonymous tip at Crime Stoppers: 828-758-8300.
2. Call the investigator: 828-759-1682.
3. Message on Facebook.




31,204 People Reached **1,012** Engagements **18,972** Clicks [Boost Post](#)

👍👍👍 Kristi Bumgarner, Erica Cole and 132 others 57 Comments 453 Shares

City of Lenoir, NC Government •
Published by Joshua Harris [?] · September 15 at 10:26 AM ·

A shelter will open at West Caldwell High School on Highway 18 at noon today. Residents coming to the shelter should bring medications or any other personal items they need with them. Domestic animals will be allowed at the shelter and will be housed in the CAMET (Companion Animal Mobile Evacuation) Trailer. Residents bringing pets must bring pet food, medications and anything else their pet will require. **LIVESTOCK WILL NOT BE ACCEPTED AT THE SHELTER. #Florence**

More information and storm updates at <http://bit.ly/2pbOWD0>.

16,415 People Reached **612** Engagements **1,825** Clicks [Boost Post](#)

👍👍👍 Jose Jimenez, Nikki Shivers and 74 others 3 Comments 335 Shares

Downtown Lenoir is at Downtown Lenoir. •
Published by Downtown Lenoir [?] · September 17 at 2:40 PM ·

The calm after the storm. We were lucky here in Downtown Lenoir and we hope you're safe wherever you are!



2,060 People Reached **195** Engagements **102** Clicks [Boost Post](#)

👍👍👍 Peggy Mosakowski, Linda Long and 94 others 1 Comment 15 Shares

	Paid	Organic
Reach		31,204
Comments		57
Shares		453

	Paid	Organic
Reach		16,415
Comments		3
Shares		335

	Paid	Organic
Reach		2,060
Comments		1
Shares		15



Top Tweets

Impressions: Times people saw this Tweet on Twitter

Engagements: Times people interacted with this Tweet

Total Twitter Followers

383

City of Lenoir, NC @CityofLenoir

Caldwell County Emergency Services has set-up a non-emergency line for Hurricane #Florence. Call 828-426-8608 for non-emergency information regarding Florence's effects on Caldwell County. Call 911 for all emergencies.



Reach a bigger audience

Impressions	1,035
Total engagements	8
Profile clicks	6
Retweets	1
Likes	1

Downtown Lenoir, NC @DowntownLenoir

Looks like some new art had made its way Downtown just in time for the Caldwell Arts Council's Sculpture Celebration at Broyhill Walking Park this weekend! @ Downtown Lenoir
[https://www.instagram.com/p/BnYyuaqD8WU/?utm_source=ig_twitter_share&igshid=1lyfqwulvxiyf ...](https://www.instagram.com/p/BnYyuaqD8WU/?utm_source=ig_twitter_share&igshid=1lyfqwulvxiyf...)



Reach a bigger audience

Get more engagements by promoting this Tweet!

Impressions	277
Total engagements	15
Link clicks	7
Retweets	3
Likes	2
Detail expands	2
Profile clicks	1



Top Instagram

Likes: The number of people who liked the post on their feed

Total Instagram Followers

2,035



Likes	93
Comments	3
Views	-

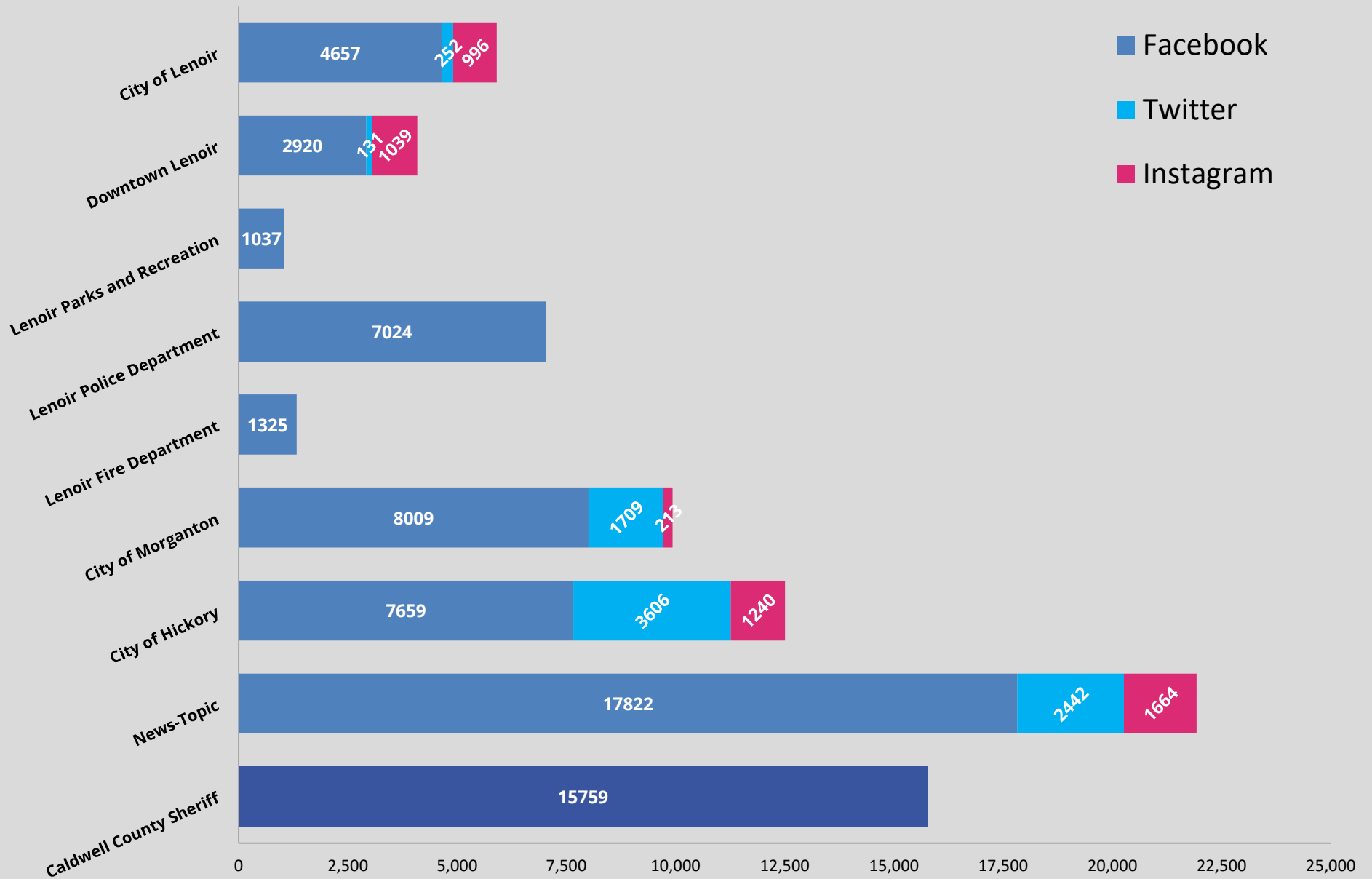


Likes	81
Comments	-
Views	-



Social Comparison

The chart below compares Lenoir's social accounts with surrounding organizations.





Contact Form Questions

12

Overgrowth blocking view at the end of McCrary Place and 321A, (Near Benefields garage)

I live in the city limits of Lenoir and I have to pay a solid waste fee. If I elect to take my own trash off could you eliminate that fee from my sewer bill?

My trash cans thrown in my driveway and yard. ARE YOU KIDDING ME?!!

My Mother loves Ellis Davis cornmeal (she grew up in NC). I cannot find it here but was wondering if you had any contacts for me to order some for her.

Street light out where children wait for school bus

Need my water turned back on

I was told by the person that cuts my Moms yard that the water meter at her address above appeared to have water around it. Please send someone out to check her meter and

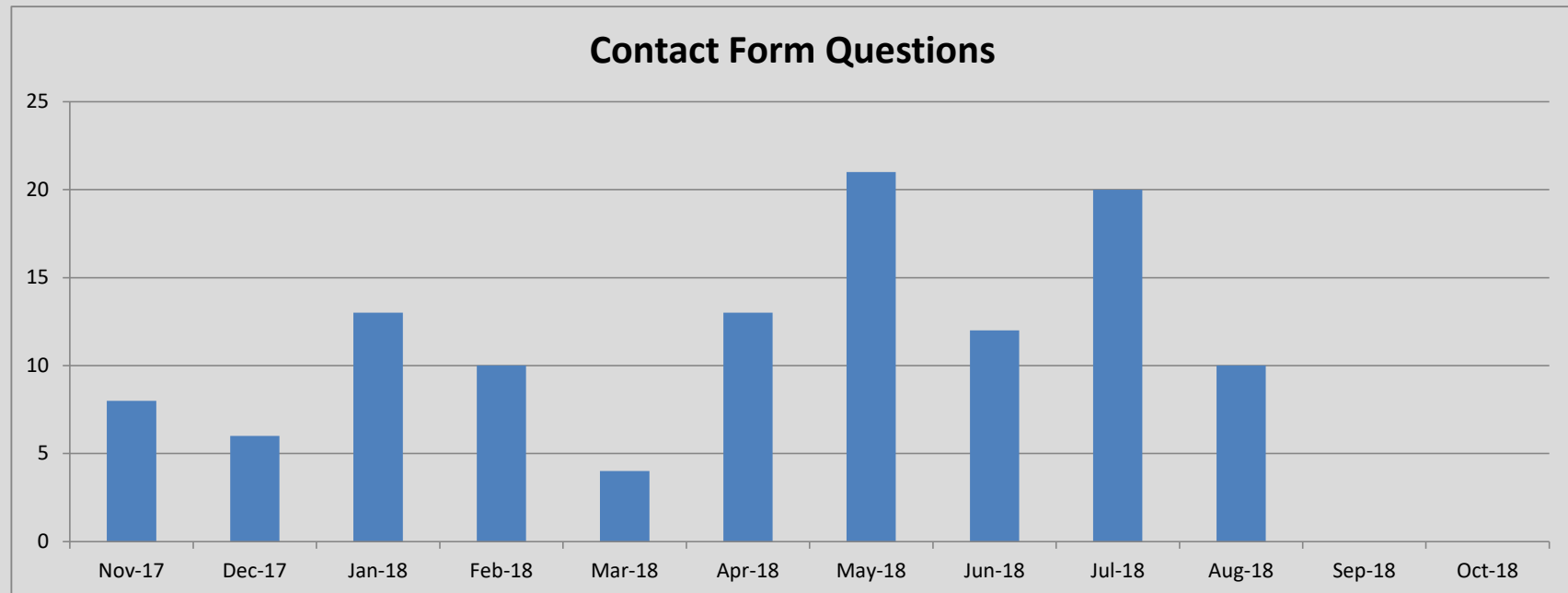
Looking to relocate and would like information on the city and its services.

My name is Rachel and I'm an intern with the Town of Beech Mountain. We are conducting a little bit of research in regards to Urban Hunting.

Tree fell in my driveway

How do I change my billing address?

Wall along Lutz Street hit by trash truck, please come check



November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3 9:00 a.m. Meleah Mikeal Half-Marathon (Aquatic Fitness Ctr). (Early Voting Ends)
4	5 11:30 a.m. City/Cnty Services Committee	6 Election Day! Cancelled-City Council Meeting	7 National League of Cities Conference Begins	8 2:00 p.m. ABC Board	9	10 NLC Conference Ends
11	12 City Offices Closed! Veteran's Day! 11:00 a.m. Veterans Service on Square	13 8:00 a.m. EDC	14	15 4-6:00 p.m. Light-Up Lenoir & 6-10:00 p.m. Annual Light Show Begins (Downtown)	16	17 10:00 a.m. - 4:00 p.m. Downtown Christmas Festival
18	19	20 6:00 p.m. City Council 6:00 p.m. Cross Community Turkey Tuesday (MLK Ctr.)	21 9:00 a.m. Staff Mtg.	22 City Offices Closed in observance of Thanksgiving!	23 City Offices Closed in observance of Thanksgiving!	24
25	26 5:30 p.m. Planning Board	27 8:30 a.m. Committee of the Whole	28 Noon - Foothills Regional Airport Authority	29	30 6:30 p.m. Christmas Parade (Downtown)	
Notes for November/December						
The 5th Annual Cross Community Turkey Tuesday will be held on Tuesday, November 20						
at 6:00 p.m. at the Martin Luther King, Jr. Center.						



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

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