

1. Agenda Packet

Documents:

[SEPTEMBER 18, 2018 AGENDA PACKET.PDF](#)

2. Meeting Materials

Documents:

[AFTER ACTION MEMORANDUM.PDF](#)

AGENDA



**CITY OF LENOIR
CITY COUNCIL MEETING
CITY/COUNTY CHAMBERS
905 WEST AVENUE
TUESDAY, SEPTEMBER 18, 2018
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. A public hearing will be held to receive citizen comments on the closeout of an Appalachian Regional Commission Grant (ARC) Water Improvement Project. The purpose of this \$273,000 ARC Grant was to replace sewer lines located near the City of Lenoir's downtown district. Staff recommends City Council accept the closeout of the ARC grant.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, September 4, 2018, as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole Meeting of Tuesday, August 28, 2018, as submitted.
- C. Closed Session Minutes: Approval of the closed session minutes of Tuesday, September 4, 2018, as reviewed by the City Attorney, City Manager, and City Council.
- D. Bid Award; Mulberry Optimist Park Project: Staff recommends approval of the low bid of \$18,995.48 to Versacourt, LLC, for the construction of a new tennis court at Mulberry Recreation Center.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The North Carolina League of Municipalities Annual Conference has been rescheduled for October 30 through November 1 at the Hickory Metro Convention Center.
2. The NCDOT's Fall Litter Sweep Campaign begins on Saturday, September 15 through Saturday, September 29. Additional information is available online at www.ncdot.gov.
3. The Parks and Recreation Advisory Board will meet on Monday, September 17 at 6:00 p.m. in the Multi-Purpose Room at the Mulberry Recreation Center.

4. The Sanitation Division's annual Trash Bash week is scheduled for Monday, September 17 through Friday, September 21. Additional information is available on the City's website at www.cityoflenoir.com. The public is encouraged to participate in this event.
5. The Planning Board will meet on Monday, September 24 at 5:30 p.m.
6. The Committee of the Whole will meet on Tuesday, September 25 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
7. The Foothills Regional Airport Authority will meet on Wednesday, September 26 at noon.
8. The Police Department's annual National Night Out Event will be held on Tuesday, October 2 beginning at 6:00 p.m. in downtown Lenoir.

B. Items for Council Action

1. Consideration of Rejection of Bids for Fire Station No. 3: Bids were received on Thursday, August 30, 2018, for the construction of Fire Station No. 3. Due to the bids exceeding budgeted amounts, Staff recommends that the City Council reject all bids as submitted; and further direct the City Manager to review other options.
2. Property Acquisition; 1515 Morganton Boulevard: Staff recommends approval of the purchase of a 0.634392 acre lot in the amount of \$65,300.00, NCPIN#2749525451, Parcel ID#06-130-2-8, located at 1515 Morganton Boulevard and owned by Service Distributing Company, Inc.
3. Cancellation; November 6 City Council Meeting: City Council may cancel the City Council Meeting of Tuesday, November 6 due to Election Day and the National League of Cities Conference.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Re-Appointment; ABC Board: Mayor Gibbons will recommend that Elizabeth Wilson be re-appointed to serve a three-year term on the Lenoir ABC Board. This re-appointment was announced at the September 4 City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Closed Session: Pursuant to N.C.G.S. §143-318.11(a) (3), City Council will enter into closed session to discuss attorney-client privilege.

X. ADJOURNMENT

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Public Utilities – ARC Grant Sewer Line Replacement Project Grant Closeout

Background Information: The City was approved for a \$300,000 grant from the Appalachian Regional Commission (ARC) to assist the City in the replacement of old sewer line from Steel Street to College Avenue (behind the Bost Lumber building). The project has been completed and has been a needed improvement to the sewer collection system in this area. Several problems were corrected and the line is better suited to accommodate future development in the downtown area.

One of the grant requirements is to conduct a public hearing at the conclusion of the project to officially close the project and the grant and to allow for any further public comment from the community. Rick Oxford from the Western Piedmont COG will conduct the public hearing. The COG was the grant administrator for the project. Project information is attached for your review.

- II. Staff Recommendation:** Staff recommends approval by the City Council to accept the closeout of the ARC grant.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____



COMMERCE FINANCE CENTER

ARC Closeout Forms

Grantee	City of Lenoir
Grantee Address	801 West Avenue NW, Lenoir, NC 28645
Grant Number	NC-18021
Project Name	Sewer Line Replacement Project
1st Project Number	ARC
2nd Project Number	
3rd Project Number	
Period	10/01/2015-9/30/19
Authorized Representative	
Name	Joseph Gibbons
Title	Mayor
Preparer of Information	
Name	Rick Oxford
Address	1880 Second Avenue NW, Hickory 28601
Telephone Number	828-485-4245
Property acquired with ARC funds?	☐ Yes ☒ No

CERTIFICATE OF COMPLETION

1. Grantee: City of Lenoir

3. Project Name: Sewer Line Replacement Project

2. Grant Number: NC-18021

4. Project Number: ARC

5. Final Statement of Costs				
Program Activity Categories (a)	To Be Completed by Recipient		Total Costs (Col. b + c) (d)	To Be Completed by DOC
	Paid Costs (b)	Unpaid Costs (c)		Approved Total Costs (e)
a. Acquisition				
b. Disposition				
c. Public facilities and improvements				
(1) Senior and handicapped centers				
(2) Parks, playgrounds and recreation facilities				
(3) Neighborhood facilities				
(4) Solid waste disposal facilities				
(5) Fire protection facilities and equipment				
(6) Parking facilities				
(7) Public utilities, other than water and sewer				
(8) Water and sewer improvements				
(9) Street improvements				
(10) Flood and drainage improvements				
(11) Pedestrian improvements				
(12) Other public facilities				
(13) Sewer improvements	219306.60		219306.60	
(14) Water improvements				
d. Clearance activities				
e. Public services				
f. Relocation assistance				
g. Construction, rehab. and preservation activities				
(1) Construction or rehab. of com. & indust. bldgs.				
(2) Rehabilitation of privately owned buildings				
(3) Rehabilitation of publicly owned buildings				
(4) Code enforcement				
(5) Historic preservation				
h. Development financing				
(1) Working capital				
(2) Machinery and equipment				
i. Removal of architectural barriers				
j. Other activities				
k. Subtotal	\$ 219,306.60		219306.60	
l. Planning				
m. Administration				
n. Total	\$ 219,306.60		219306.60	
o. Less: Program Income Applied to Program Costs				
p. Equal: Grant Amount Applied to Program Costs	\$ 219,306.60		219306.60	

6. Computation of Grant Balance		
Description (a)	To Be Completed By Recipient	To Be Completed By DOC
	Amount (b)	Approved Amount (c)
(1) Grant Amount Applied To Program Costs (From Line p)	\$ 219,306.60	
(2) Estimated Amount For Unsettled Third - Party Claims	\$ -	
(3) Subtotal	\$ 219,306.60	
(4) Grant Amount Per Grant Agreement	\$ 273,000.00	
(5) Unutilized Grant To Be Canceled (Line 4 Minus Line 3)	\$ 53,693.40	
(6) Grant Funds Received	\$ 219,306.60	
(7) Balance of Grant Payable (Line 3 Minus Line 6)*		

* If Line 6 exceeds Line 3, enter the amount of the excess on Line 7 as a negative amount. This amount shall be repaid to DOC by check, unless DOC has previously approved use of these funds.

7. Program Income

a) Amount of existing program income:

N/A

b) Amount of anticipated program income:

N/A

c) If program income exists or is anticipated, describe the proposed application(s):

8. Unpaid Costs and Unsettled Third Party Claims

Are there any unpaid costs or unsettled third party claims against the recipient's grant. Type "yes" or "no"

NO

If yes, describe the circumstances and amounts involved.

9. Remarks (For DOC Use Only)

10. Certification of Recipient

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Date	Typed Name and Title of Recipient's Authorized Representative	Signature of Recipient's Authorized Representative
September 19, 2018	Joseph Gibbons (Name) Mayor (Title)	√

11. DOC Approval

This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$_____, less \$_____ previously authorized for cancellation (from Section 6, line 6, page 1).

Date	Typed Name and Title of DOC Authorized Representative	Signature of DOC's Authorized Representative
	Iris Payne Director, CDBG Programs	√

NORTH CAROLINA DEPARTMENT OF COMMERCE
ARC FINAL PERFORMANCE REPORT

GRANT # NC-18021
PROJECT # ARC

Period: 10/01/2015-9/30/19

PROJECT PROGRESS PAGE

1 Activity Code	2 Activity Name	3 Project Number	4 Budget Amount	5 Amount Expended	6 Proposed Accomplishments	7 Accomplishments To Date
4B	Sewer	1030	\$273,000.00	\$219,306.60	Sewer Line Replacement of decaying Sewer Lines with 330 linear feet of 15 inch HDPE and 670 linear feet of 15 inch PVC Gravity Sewer Lines. 2- 4 foot Precast Concrete Manholes. 1- 5 Foot Doghouse Manhole. Temporary Bypass Pumping. Clearing/ Eroison Control.	Sewer Line Replacement of decaying Sewer Lines with 590 linear feet of 15 inch HDPE and 295 linear feet of 12 inch PVC Gravity Sewer Lines. 2- 4' Precast Concrete Manholes. 1- 5' Doghouse Manhole. Temporary Bypass Pumping. Clearing/ Eroison Control.
			\$273,000.00	\$219,306.60		

**CITY OF LENOIR
APPLACHIAN REGIONAL COMMISSION (ARC)
SEWER LINE REPLACEMENT PROJECT
CLOSE OUT PUBLIC HEARING**

The City of Lenoir is holding a Public Hearing to receive citizen comments on the closeout of an Appalachian Regional Commission Grant (ARC) Water Improvement Project. The purpose of this \$273,000 ARC grant was to replace sewer lines located near the City of Lenoir's downtown district. Only \$219,304 ARC grant funds were used. ARC funds financed 70% of the funding and the City of Lenoir provided the remaining 30% of total project costs. The project has been completed.

This public hearing will be held by the City of Lenoir on Tuesday, September 18, 2018 at 6:00 PM, before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.
Interested citizens are encouraged to attend this hearing.

Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting, 1-(800) 735-2962 TDD for accommodations. For more information contact Rick Oxford at (828) 485-4245. The City of Lenoir is an Equal Opportunity Employer, promotes Fair Housing practices and encourages small, minority and female-owned businesses to bid and work on all projects.

Please run this ad on Thursday, September 6, 2018

Please run one time only

Use Non Legal Small Block Ad (**to be in body of paper not classified section**)

Use HUD and Fair Housing, EEO logos

Affidavit Required

Send Bill & Affidavit to:

Rick Oxford

WPCOG for (**City of Lenoir ARC Ad**)

PO Box 9026

Hickory, NC 28603

If you need further information contact Rick Oxford at (828) 485-4245.

**LENOIR CITY COUNCIL
TUESDAY, SEPTEMBER 4, 2018
6:00 P.M.**

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

I. CALL TO ORDER

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

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval:
1. Minutes: Approval of City Council Meeting minutes of Tuesday, August 21, 2018, as submitted.
 2. Professional Services Agreement; Freese and Nichols, Inc.: Staff recommends City Council approval to enter into a contract for professional services for stormwater evaluation with Freese and Nichols, Inc., as detailed in the attached proposed services agreement. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages 231-240).

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

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information

SCULPTURE UNVEILING

EVENT: 1. The unveiling ceremony for the sculpture at Lenoir Fire Station No. 1 will be held on Friday, September 7 at 10:00 a.m.

CITY/COUNTY SERVICES

COMMITTEE: 2. The City/County Services Committee will meet on Monday, September 10 at 11:45 a.m.

CALDWELL COUNTY ECONOMIC

DEV. COMM.: 3. The Caldwell County Economic Development Commission will meet on Tuesday, September 11 at 8:00 a.m.

LENOIR BUSINESS ADVISORY

BOARD: 4. The Lenoir Business Advisory Board will meet on Thursday, September 13 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

NCDOT'S FALL LITTER

SWEEP: 5. The NCDOT's Fall Litter Sweep begins on Saturday, September 15 through Saturday, September 29. Additional information is online at www.ncdot.gov.

**SANITATION DIVISION'S ANNUAL
TRASH BASH WEEK:**

6. The Sanitation Division's Annual Trash Bash Week is scheduled for Monday, September 17 through Friday, September 21. Additional information is available on the City's website at www.cityoflenoir.com. The public is encouraged to participate in this event.

**NCLM'S ANNUAL FALL
CONFERENCE:**

7. The North Carolina League of Municipalities (NCLM) annual Fall Conference will be held at the Hickory Metro Convention Center from Wednesday, September 19 through Saturday, September 22. Representing the City of Lenoir will be Mayor Joe Gibbons, Mayor Pro-Tem Ben Willis, Councilmembers Todd Perdue and Ike Perkins along with City Manager Scott Hildebran.

B. ITEMS FOR COUNCIL ACTION

**PUBLIC HEARING REQUEST; APPALACHIAN
REGIONAL COMMISSION GRANT (ARC); WATER
IMPROVEMENT PROJECT:**

1. City Staff recommends that Council call for a public hearing to be held on Tuesday, September 18 to receive public comments regarding the closeout of an Appalachian Regional Commission Grant (ARC) Water Treatment Project. The purpose of this \$273,000 ARC grant was to replace sewer lines located near the City of Lenoir's downtown district.

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to schedule a public hearing on Tuesday, September 18 for the closeout of an Appalachian Regional Commission Grant (ARC) for the Water Treatment Project as described above and as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

**ANNOUNCEMENT, BOARD RE-APPOINTMENT;
LENOIR ABC BOARD:**

- A. Mayor Gibbons recommended that Elizabeth “Betsy” Wilson be re-appointed to serve a three-year term on the Lenoir ABC Board. This re-appointment will be presented for Council consideration at the September 18 City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED SESSION:

- A. Pursuant to N.C.G.S. §143-318.11(a), (3), (5), and upon a motion by Councilmember Stevens which carried unanimously, City Council entered into closed session to discuss attorney-client privilege and property acquisition.

OPEN SESSION:

- B. Upon a motion by Councilmember Thomas, Council voted 7 to 0 to re-enter into open session.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:35 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

This Agreement is entered into by the City of Lenoir, North Carolina, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: Stormwater Study Services for the City of Lenoir, North Carolina.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO - Compensation which is attached hereto and made a part of this Agreement. FNI shall perform professional services as outlined as Basic Services in the "Scope of Services" for a lump sum fee of \$102,943.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

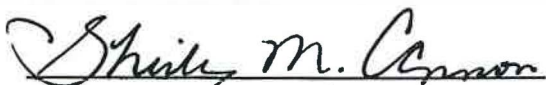
Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

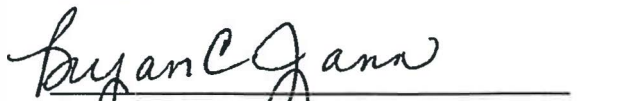
This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the 4th day of September 2018.

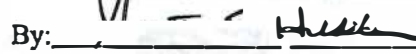
ATTEST:


Shirley M. Cannon
City Clerk

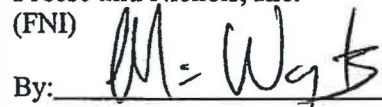
ATTEST:


BRYAN JANN, VICE PRESIDENT

City of Lenoir, North Carolina
(Owner)

By: 
Scott E. Hildebrand City
Manager
Print Name and Title

Freese and Nichols, Inc.
(FNI)

By: 
MIKE WAYTS Principal / VP
Print Name and Title

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

The following is a scope of services for Freese and Nichols, Inc. (FNI) to perform stormwater study services for the City of Lenoir, NC. Following the scope is a fee breakdown and schedule for completion:

ARTICLE I

BASIC SERVICES: FNI will provide the following basic services:

1. Kickoff Meeting

- a. FNI will meet with City staff to kickoff the project, review scope and schedule and coordinate on other items necessary for FNI to proceed on the project.

2. Background Data Collection and Organization

- a. FNI will collect relevant background data from the Owner and other sources and compile and organize this information into a single location. This will help to identify data gaps and will assist with development of the database, ranking system and initial field assessments. It is expected that this data may include but is not limited to:
 - Past studies and stormwater reports for the Owner
 - Past models including water quality, H&H (HEC-RAS, HEC-HMS) and other stormwater models
 - Known problem areas and hot-spots including citizen complaint reports or records
 - Existing GIS data of stormwater infrastructure, roads, hydrography, topography, planimetric, and other relevant physical features.
 - Existing condition assessments of stormwater infrastructure to the extent it is available

3. Develop Stormwater CIP Ranking System

- a. FNI will work with staff to identify Owner appropriate criteria for ranking Stormwater CIP projects for implementation. This will include one meeting with the Owner.
- b. FNI will develop a scoring system for each selected criteria and submit to Owner for review and revise per comments. This will include one teleconference with the Owner to discuss.
- c. FNI will utilize pair-wise methodology to obtain City staff input on the importance of each criteria.
- d. Utilizing existing information provided by the Owner for known stormwater repair needs, FNI will score up to 10 projects against criteria. If any or some information is missing on project(s), FNI will request this information from the Owner. Scoring for projects not related to stormwater are excluded from this scope.

- e. FNI will incorporate the approved ranking system into a Stormwater Concern Tracking database and perform the draft ranking. FNI will obtain staff input on the project rankings and revise as necessary to finalize the ranking system.

4. Develop Database for Stormwater Concern Tracking and Projects

- a. FNI will work with the Owner to develop a stormwater database for tracking problem areas and citizens' complaints. This database will incorporate a work flow tracking function for repairs and project status.
- b. Database will include functionality to create stormwater projects from concerns. Ranking system agreed upon in Item 3 of this scope will be incorporated into the projects interface.
- c. FNI will develop a mock-up (conceptual layout) of the database graphical interface (GUI) for each of the listed functions for Owner review and comment.
- d. FNI will revise GUI as needed for approval and create Microsoft Access database for Owner review.
- e. FNI will conduct teleconference with Owner to receive comments on database and revise per comments.
- f. FNI will prepare written documentation on database use and maintenance.
- g. FNI will meet with Owner to submit final database electronically along with written documentation on the use and maintenance of the database. FNI will test database on Owner's servers and troubleshoot as necessary.
- h. FNI will provide up to two hours of training to City staff on the use of the database.

5. Conduct Stormwater Systems Inventory

- a. Based on conversations with City staff, the Owner is currently mapping stormwater outfalls but does not have mapping completed for the Owner's stormwater systems network. FNI will conduct a basic systems inventory of the Owner's stormwater infrastructure within the Owner's municipal limits. FNI with types of stormwater infrastructure to be inventoried include but are not limited to:

- a. Stormwater conduit and pipe networks including inlets, manholes,
- b. Stormwater BMPs (both above and below-ground)

It is assumed that this inventory will not include stream networks, agricultural drainage ditches, wetlands, or pond features unless they are a component of the Owner's stormwater network (e.g. a daylighted stream section between two stormwater pipes).

It is assumed that the endpoint of the survey will be where the drainage network discharges into natural systems such as stream, wetlands or a pond/lake.

- b. This inventory is not intended to provide a detailed survey of the stormwater infrastructure, but a basic approximate mapping using mapping-grade (sub-meter accuracy) GPS to indicate the locations of key nodes in the drainage network such as inlets, outfalls, and BMPs. Basic information on the infrastructure will include:

- Pipe or drainage conduit size and material
 - Approximate depth as measured from tape, laser level or some other type of depth-finding instrument
 - General qualification as to condition of the pipe/conduit. CCTV inspection is excluded from this scope.
 - Notes as to the type of BMP that is surveyed
 - Other pertinent information
- c. As deliverables, FNI will provide the following:
- A geodatabase of the stormwater systems map
 - Large format (24" x 36") hardcopy maps depicting the stormwater infrastructure
6. Review Stormwater Problem Areas and Develop High-Level Concept
- a. FNI will spend one day in the field with City staff to review stormwater problem areas.
- b. Based on the review, FNI will develop a high-level planning concept for one project, to include:
- Order of magnitude costs of implementation including an estimate of construction costs and professional service fees to implement project
 - Identification of potential permitting and regulatory constraints and requirements
 - Calculation of potential project cost/benefit
7. Stormwater Utility Fee Conceptual Evaluation
- a. FNI will conduct a high-level evaluation of the development of a stormwater utility fee to generate a reliable and stable funding source for stormwater management in the City.
1. Engineering staff coordination for high level identification of current stormwater services and known needed stormwater services and improvements.
 2. Finance staff coordination for high level identification of options available and effort required for billing implementation.
 3. Rough approximation of non-residential impervious area in the City by parcel using GIS based on currently available parcel data and aerial imagery. This evaluation is not intended to provide accurate property-specific data but to provide a city-wide projection. Property-specific data can be provided as part of a separate comprehensive stormwater utility development and implementation study.
 4. Memorandum report documenting the following:
 - Rough projection of potential annual stormwater utility revenue for current development using impervious area as the basis for fee determination,

- Examples of typical fee structures,
- Identification of available uses of funds, and
- Key steps for consideration in the development, adoption, and implementation of a stormwater utility fee.

ARTICLE II

ADDITIONAL SERVICES: Additional Services not included in Basic Services as described above will be negotiated as a lump sum. Additional Services will not be performed until authorized by the Owner.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Task/Milestone	Duration (Calendar Days)	Scheduled Completion (Calendar Days from Notice to Proceed)
Meeting #1: Kickoff meeting and Discuss Ranking Criteria and Database Features	1	1
Background Data Collection	21	21
Develop Ranking and Prioritization System Criteria	21	42
Develop Stormwater CIP Database mock-up	18	60
Develop draft scoring system	14	35
Meeting #2: Meet with Owner to review mock-up of database functions and graphical user interface and draft scoring system	1	40
Revise mock-up of database and scoring system	16	56
Meeting #3: Review final mock-up of database, conduct pairwise ranking and review updated scoring system with the Owner	1	60
FNI programs and submits draft database	40	100
Owner reviews database	20	120
FNI finalizes database based on Owner's feedback	24	144

Task/Milestone	Duration (Calendar Days)	Scheduled Completion (Calendar Days from Notice to Proceed)
Meeting #4: Meet with Owner to test database on their server and troubleshoot any issues	1	130
Conduct one day assessment of stormwater problem areas	1	90
Rank and Prioritize Identified Stormwater Areas/" Hot Spots" into Potential Projects	10	100
Develop Planning Level Concept for One Project	20	120
Technical Memorandum of Stormwater Fee Conceptual Evaluation	30	75
Meeting #5: Review results of stormwater utility fee conceptual memo	1	90
Owner reviews memo	20	110
FNI revises memo based on Owner's comments and submits final stormwater utility fee memo	20	130

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Jared Wright
City of Lenoir
Public Works Director
P.O. Box 958
801 West Ave. NW
Lenoir, NC 28645
(827) 757-2183
Email: jwright@ci.lenoir.nc.us

FNI's Designated Representative – Bryan Dick, PE
717 Green Valley Road, Suite 200
Greensboro, NC 27408
(864) 506-1465
bryan.dick@freese.com

FNI's Accounting Representative – Stephanie Kirchstein
2711 N. Haskell Ave., Suite 300
Dallas, TX 75204
(214) 217-2200
stephanie.kirchstein@freese.com

FEE BREAKDOWN

BASIC SERVICES

Task	Description	Fee
1, 2	Background Data Collection and Organization	\$4,971
3	Develop Stormwater CIP Ranking System	\$12,425
4	Develop Database for Stormwater Concern Tracking and Projects	\$18,090
5	Conduct Stormwater Systems Inventory	\$37,417
6	Review of Stormwater Problem Areas and Develop Planning Concept for One Project	\$15,148
7	Stormwater Utility Fee Conceptual Evaluation	\$14,892

Project Total (Lump Sum)

\$102,943

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Lenoir, North Carolina. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **LIMITATION OF LIABILITY.** OWNER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF FNI TO THE OWNER FOR ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S AND EXPERT-WITNESS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF FNI TO OWNER SHALL NOT EXCEED FNI'S TOTAL FEE RECEIVED FOR SERVICES RENDERED ON THIS PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS SPECIFICALLY PROHIBITED BY LAW.
5. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
6. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
7. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation Each Accident \$1,000,000 Professional Liability \$3,000,000 Annual Aggregate
---	---
8. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

10. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
11. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
12. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, AUGUST 28, 2018
8:30 A.M.**

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

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

ABSENT: Councilmember Jonathan Beal.

OTHERS: Virginia Annable, *News-Topic*, Jay Clapp, Ramey Kemp Associates, and Mike Ways, Freese and Nichols, Inc.

I. CALL TO ORDER

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

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

A. Public Utilities/Public Works

1. Public Utilities Director Radford Thomas updated City Council on the following items:
 - a) One of the two ongoing Water Treatment Plant Improvements Projects may be finished within sixty days.
 - b) A new Public Utilities Branding Logo will be painted on all visible City water tanks for identification purposes and where some tanks are not visible; the logo may be placed on the gate at the tank location.
 - c) MeterSys Project is in the procurement stage. Bids for the project will be received on December 9 and eight vendors toured the site. A recommendation will be presented to Council for consideration of approval. The first phase of the project will be the purchase of new hardware and billing software. It was noted Staff will have access to meters from their computers in order to make any necessary changes.
 - d) The City will begin work regarding the EPA Assessment grant for the Brownfields project after October 1 as all of the submitted documents have been approved. The City may also begin to request some reimbursements at that time. It was noted that community outreach will be a large part of the project.

2. Public Works Director Jared Wright reported on the following items:
 - a) Reported 20% of Hospital Avenue residents attended the public meeting held on July 25 regarding the Hospital Avenue Sidewalk project. The project requires some tree removal and rights-of-way will have to be obtained before construction begins in 2020.
 - b) Reported Duke Energy is working on the cost estimate for the retro fit of City street lighting with LED lighting. An additional meeting is scheduled in the near future.
3. Update: Two-Way Traffic Study: Mr. Jay Clapp, Ramey and Kemp, presented an update regarding changing the traffic pattern on Harper Avenue from one-way to two-way traffic.

Mr. Clapp reviewed a variety of phases and cost estimates for the project as follows:

Phase I Closure of Steel Street \$200,000

Phase II – Harper Avenue \$970,000, \$770,000 without Resurfacing

Phase III – West Avenue \$760,000, \$500,000 without resurfacing

Mr. Clapp presented a map which illustrated the realignment of the revised changes. (A copy of the map is attached to these minutes as information.) He stated Phase I of the project would consist of the realignment of West Avenue where it joins with Harper Avenue and explained this design results in West Avenue being perpendicular to Harper Avenue. Mr. Clapp pointed out a cul-de-sac would be placed at the intersection of Steel Street and stated the right and left turning lanes would remain.

Mr. Clapp reviewed Phase II, Conversion of West Avenue from Ridge Street to Harper Avenue to two-way traffic and also reported several traffic signals would be eliminated as you travel east on West Avenue. Due to sight line issues, a crosswalk and sidebar will be moved farther up the street to improve the sight distance at Church Street and to allow motorists to see past the corner of the building located there. It was noted that two traffic signals on West Avenue can be eliminated by these improvements and also some poles may be reused for potential cost savings. Mr. Clapp clarified that new signal hardware would be installed.

A new traffic signal will be placed at the Lenoir Fire Station No. 1. The goal is for fire apparatus to be able to get in and out of the fire station in a quick and safe manner.

City Manager Hildebran stated the City will check on the availability of grant funding or may consider borrowing funds for the project. He remarked these changes will allow the City to see how the traffic flows plus achieve the goals of the downtown merchants before continuing with the second phase of the project.

Following much discussion, City Council was supportive of phasing in the traffic conversion project with Phase I, Closure of Steel Street at a cost of \$200,000. City Council also asked Jared Wright, Public Works Director, to continue working with Mr. Clapp regarding the implementation of this project.

4. Update: Stormwater Study: City Manager Hildebran reminded Council the City has discussed a stormwater study for a long time along with how to budget for the cost. He reported Staff has met with a variety of firms and chose Freese and Nichols, Inc., based on their qualifications, to conduct the stormwater study. Mr. Hildebran further shared that Charles Archer, Account Director, with Freese and Nichols, was previously affiliated with the North Carolina League of Municipalities. He also mentioned the cities of Durham, Hickory, Morganton and Salisbury have contracted with Freese and Nichols for engineering services.

Mr. Mike Wayts, Vice-President, Freese & Nichols, Inc., reported their firm was 124 years old with a total of 800 employees. He pointed out their focus is local government and they have offices in 35 states. Their headquarters are located in Raleigh and they also maintain offices in Charlotte, Greensboro and Winston Salem. He noted the Charlotte office would assist the City of Lenoir upon approval. Mr. Wayts presented a power point presentation regarding a Stormwater Program Planning Process for the City of Lenoir.

Mr. Wayts reviewed the following process for gathering information:

- a) Compile Stormwater System Inventory
- b) Hot Spot evaluations
- c) Develop Customized Data Base
- d) CIP Ranking System Development
- e) Staffing and Funding Analysis for New Program

With this data, Mr. Wayts stated the City could map its outfalls, build a backlog of issues, expand its database, conduct budget planning and develop a stormwater plan. He explained that, within the data base, the City could document issues, obstructions, appurtenances plus learn how to prioritize stormwater projects.

Mr. Wayts explained if projects exceeded available funding, the City could establish a ranking system by establishing criteria, a scoring process, and weighting factors for a project priority system. In addition, Mr. Wayts reviewed stormwater utility and stated establishing a tier structure would assist the City with determining whether a project was less equitable or more equitable. He presented the following examples:

- | | |
|------------------------------------|--------------------------------|
| *Flat Rate | *Tiered Residential Rates |
| *Capped Rate | *Site-by-site Commercial Rates |
| Example: Water meter type | *Example: Impervious area |
| *Site-by-site evaluation | |
| Example: Effective impervious area | |

- Volume, Rate, Velocity
- *Property impact to system
Quality, Location
- *Offset credits

Mr. Ways reported the timeline of the project is five months. It was noted a stormwater inventory system would be extremely helpful for Staff. Following a brief discussion, City Council was in consensus to move forward with this project and place the Consulting Agreement on the September 4 Agenda for their consideration of approval.

IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, August 9. Kaylynn Horn, Economic Development Director, reported the Board continues to support downtown events and encouraged everyone to visit the explore Caldwell website at www.explorecaledwell.com for a complete list of upcoming events.
- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board (LBAB) met on Thursday, August 16. Kaylynn Horn, Economic Development Director, reported the Move Lenoir to Second Floor project is ongoing and noted the Carolina Arts and Tattoo Festival will be held in the historic Shaw Building. She stated an architect will conduct a walk-through of the building for ideas for future use of the facility. In addition, Director Horn mentioned the building has structural issues and the bathrooms need improvements, but the Board is in the process of determining long-term goals for multi-use of the building.
- C. Planning Board: The Planning Board cancelled its meeting of Monday, August 27. The next meeting will be held on Tuesday, September 24 at 5:30 p.m. Planning Director Jenny Wheelock presented a report of current projects.
 - 1. Update: Strategic Foreclosures: Director Wheelock stated the Department has three properties they wish to proceed with tax foreclosure. The locations are 426 Arlington Circle, Tax Value \$38,800, Taxes Owed, \$6,748.66; 402 Spruce Street, Tax Value \$37,500, Taxes Owed \$4,466.55; and 526 Wheeler Street, Tax Value \$31,800, Taxes Owed \$5,801.76. (Copies of maps of the properties are attached to these minutes as information).

Director Wheelock further shared that additional work would be done in the West End area regarding the vacant homes. Councilmember Perkins commented he was confident that Director Wheelock would develop this area and make the entrance to the neighborhood more presentable.

Motion

Following a brief discussion and upon a motion by Councilmember Perkins,

Council voted 7 to 0 to begin foreclosure proceedings on the above described three properties as recommended by City Staff.

2. Upcoming Meetings/Events: Director Wheelock reported the unveiling ceremony for the sculpture at Fire Station No.1 downtown is scheduled for Friday, September 7 at 10:00 a.m. In addition, she mentioned a meeting is scheduled for Monday, September 10 at 5:30 p.m. at Hogwaller, 3rd Floor, to discuss tax credits and National Register listings for commercial properties. Annie McDonald and Jennifer Cathey will be conducting the meeting. On Monday, September 17, a meeting is scheduled from 5:00 p.m. to 7:00 p.m. at Side Street Pour House to discuss the “Neighborhood Mapping” process.

In addition, Director Wheelock shared she will be doing a presentation at the upcoming North Carolina American Planning Association Conference regarding how the City of Lenoir is addressing the issue of vacant housing and foreclosures. This information was compiled as a result of Planning Staff’s work with the Western Piedmont Council of Governments Vacant Housing Task Force.

Next, Director Wheelock informed Council that Staff would begin working on neighborhood zoning in the fall or spring.

- D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, August 20 at Optimist Park Clubhouse. Minutes of the meeting were submitted as information. Kenny Story, Recreation Director, presented the following report.

- 1) Update; J. E. Broyhill Park Improvements Projects – restrooms are complete, basketball court is paved with fencing installed and backboards & goals will be added in a few weeks. The parking lot is currently being redone with new curbing and sidewalks and slated to be completed by the end of September or earlier. He reported a \$240,000 Stormwater Management Grant was awarded for the park.
- 2) Annual Sculpture Festival will be held on Saturday, September 10 at the T. H. Broyhill Walking Park.
- 3) A water fountain was placed on the greenway in July in memory of Rosemary Marlowe by her husband, Richard Marlowe.
- 4) Fall soccer registrations are ongoing as well as baseball & softball registrations.
- 5) Meleah Mikeal Half-Marathon will be held on Saturday, November 3 at the Aquatic & Fitness Center.

Director Story reported some vandalism has occurred at the Aquatic & Fitness Center but the suspect was caught on camera. In addition, he mentioned the Department is having some issues with homeless individuals sleeping at Optimist Park. He stated additional cameras will be installed plus signs will be placed the areas are under surveillance.

- E. Financial Summary: Finance Director Bean reviewed the Financial Summary as of July 31, 2018. The over/under balance in the General Fund is \$2,872,576.52,

Downtown District (\$10,108.45), and Water & Sewer Fund \$235,436.98. Director Bean reported the City is in the process of closing out the fiscal year and mentioned the City is on track with tax collections. She stated that sales tax collections increased by 4.24% at the end of the fiscal year and trending well.

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

- F. Update; Public Communications: Joshua Harris, Public Information Officer, reviewed the highlights of the Communications Reports for June. Activity included 255 social posts, 242 photos, 2 news releases and 5 videos. In addition, he stated there are 988 new followers and the website has experienced 37,536 views. Mr. Harris also reviewed the Employee Intranet site and links to information that will be available for all employees.

G. Informational Items:

VI. PUBLIC SAFETY

- A. Police Department: Police Chief Brent Phelps reported the County received a grant for an additional School Resource Officer and noted the officer will work with Staff at different elementary schools. Chief Phelps stated he visited all the schools and met with the principals. He further shared that Staff is monitoring the traffic congestion at Hibriten High School and William Lenoir Middle School and will meet with school representatives should any issues occur.

Chief Phelps reported the Department is considering purchasing utility type vehicles and may be able to purchase six instead of five with their FY2018-19 budget. In addition, he shared the annual Canine Academy begins on Thursday, August 30 and the Department has received a lot of good publicity and comments.

Next, Chief Phelps shared information regarding the homeless issue in the downtown area. He commented there are legal boundaries the Department can't enforce and mentioned the next step may be to provide business owners with a list of area resources to share with these individuals that gather near their businesses.

- B. Fire Department: Fire Chief Ken Hair reported on the following items:
- 1) The Department averages between 700-750 calls per quarter.
 - 2) The agreement between the City and Caldwell County to provide emergency ambulance backup service has been renewed for five years. The current contract was for one year.
 - 3) Bids will be received on Thursday, August 30 for the new fire station.
 - 4) Additional foundation cracks have been discovered at headquarters fire station downtown and may be occurring due to stormwater. Chief Hair stated monitoring devices have been placed in different areas. The same issue occurred ten years ago on the left side of the structure which cost the City \$100,000 to repair.
 - 5) Noted a two-hour FEMA Training Session will be held during the September 25 Committee of the Whole meeting. City Council, City Manager and

Department Directors along with other Staff members will attend this training that will be conducted by Vic Meisenheimer, Retired Lieutenant, State Highway Patrol.

V. OTHER

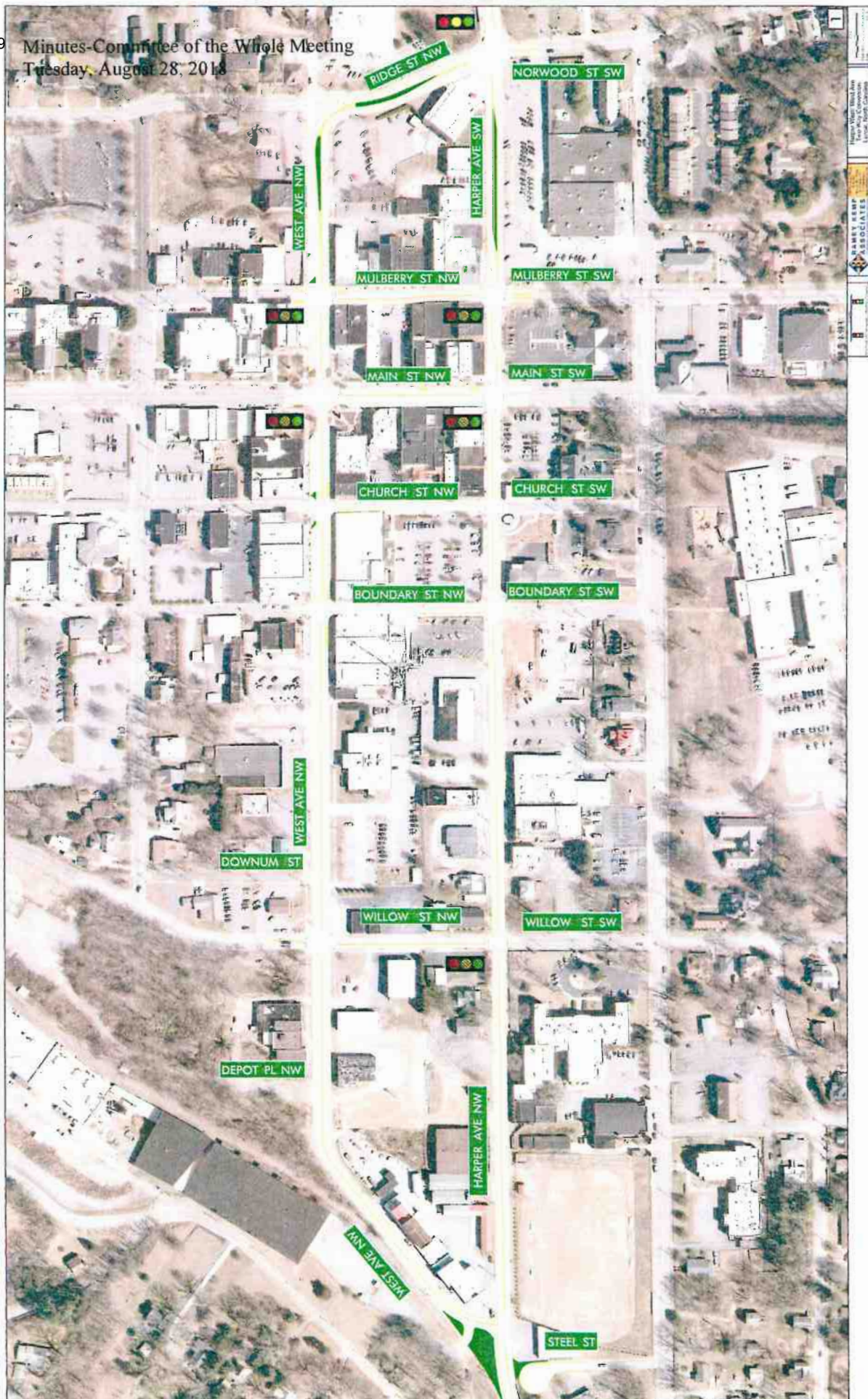
- A. September Calendar: By consensus of the Council, the calendar for the month of September was approved by Council listing various meetings and events.
- B. Tour of Water Treatment Plant: Public Utilities Director Radford Thomas along with Kevin Matheson, Water Treatment Plant Superintendent, took members of the City Council and Department Directors on a guided tour of the renovations recently completed at the Water Treatment Plant.

VI. Adjourn:

There being no further business, the meeting was adjourned at 10:40 a.m.

Attachments

Map of Proposed Two-Way Traffic Conversion
Map/Description of three (3) properties for tax foreclosure
Financial Summary & Tax Collection Report



426 ARLINGTON CIR LENOIR, NC 28645

30 Minutes-Committee of the Whole Meeting
Tuesday, August 28, 2018

9

Total tax value
\$38,100

Property Taxes Owed

City of Lenoir: \$ 3,095.42

Caldwell County: \$ 3,653.24

Total Owed: \$ 6,748.66



Property located on the backside of Arlington Cir

- ♦ Built: 1940
- ♦ Vacant: 10 plus years
- ♦ City nuisance enforcement
- ♦ History of vagrants on property
- ♦ Zoned R-9 (Multi-Family Residential)
- ♦ Numerous complaints from neighbors
- ♦ Health and Safety Hazard

Property Owner. Mable Fox
NC Pin No.2840825088
Acreage: 0.50

Staff recommendation: Proceed with tax foreclosure.

402 SPRUCE STREET LENOIR, NC 28645

31 Minutes-Committee of the Whole Meeting
Tuesday, August 28, 2018

10

Total tax value
\$37,500

Property Taxes Owed

City of Lenoir: \$ 2,289.03

Caldwell County: \$ 2,179.56

Total Owed: \$ 4,468.55



Property located at the intersection of Spruce St and East Street

- ♦ Built: 1940
- ♦ Vacant: 10 plus years
- ♦ City nuisance enforcement
- ♦ History of vagrants on property
- ♦ Zoned R-12 (Single Family Residential)
- ♦ Numerous complaints from neighbors
- ♦ Health and Safety Hazard

Property Owner: Monnie Arnold
NC Pin No. 2749743659
Acreage: 0.16

Staff recommendation: Proceed with tax foreclosure.

526 WHEELER ST LENOIR, NC 28645

32 Minutes-Committee of the Whole Meeting
Tuesday, August 28, 2018

11

Total tax value
\$31,800

Property Taxes Owed

City of Lenoir: \$ 2,806.04

Caldwell County: \$ 2,995.72

Total Owed: \$ 5,801.76



Property located on the backside of Arlington Cir

- ♦ Built: 1966
- ♦ Vacant: 5 years
- ♦ City nuisance enforcement
- ♦ History of vagrants on property
- ♦ Zoned R-6 (Multi-Family Residential)
- ♦ Numerous complaints from neighbors
- ♦ Health and Safety Hazard

Property Owner. CLARENCE MICHAUX HEIRS
THOMAS K. HOWELL

NC Pin No.2749574793

Acreage: 0.14

Staff recommendation: Proceed with tax foreclosure.



**City of Lenoir
Financial Summary
As of 7/31/2018**



General Fund					
	2018-2019 Budget	7/31/2018	% of Budget	Change from Previous Year	7/31/2017
Total Revenue	\$ 17,090,331.00	\$ 4,426,248.86	26%	\$ 40,550.69	\$ 4,385,698.17
Expenditures	\$ 17,090,331.00	\$ 1,553,672.34	9%	\$ (233,530.05)	\$ 1,787,202.39
Over/Under	\$ -	\$ 2,872,576.52		\$ 274,080.74	\$ 2,598,495.78

Downtown District					
	2018-2019 Budget	7/31/2018	% of Budget	Change from Previous Year	7/31/2017
Revenues	\$ 183,736.00	\$ 2,359.61	1%	\$ 2,359.61	\$ -
Expenditures	\$ 183,736.00	\$ 12,468.06	7%	\$ 4,138.63	\$ 8,329.43
Over/Under	\$ -	\$ (10,108.45)		\$ (1,779.02)	\$ (8,329.43)

Water/Sewer Fund					
	2018-2019 Budget	7/31/2018	% of Budget	Change from Previous Year	7/31/2017
Revenues	\$ 8,890,000.00	\$ 698,585.73	8%	\$ (156,605.39)	\$ 855,191.12
Expenditures	\$ 8,890,000.00	\$ 463,148.75	5%	\$ 254,272.96	\$ 208,875.79
Over/Under	\$ -	\$ 235,436.98		\$ (410,878.35)	\$ 646,315.33

Tax Collections				
	2017-2018	Percentage of Change	Change from Previous Year	2016-2017
Ad Valorem Tax Collection - % of Budget				
Sales Tax (with adjustment for HB97)	\$ 3,811,900.66	4.24%	\$ 155,075.33	\$ 3,656,825.33
Sales Tax (without adjustment for HB97)	\$ 3,584,905.27	4.10%	\$ 141,299.49	\$ 3,443,605.78
Sales Tax - for the month of June (with adjustment for HB97)	\$ 329,084.56	10.17%	\$ 30,381.65	\$ 298,702.91
Sales Tax - for the month of June (without adjustment for HB97)	\$ 310,032.73	10.36%	\$ 29,094.17	\$ 280,938.56
Sales Tax adjustment for HB97				
	2017-2018 Budget	2017-2018 Collections	Percentage Collected YTD	
Sales Tax adjustment for HB97	\$ 215,000.00	\$ 226,995.39	105.58%	

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

**Mulberry Recreation Center/Optimist Park Addition Improvements:
Request to approve bid to Versacourt, LLC for new tennis court at
Mulberry Recreation Center in the amount of \$18,995.48**

II. Background Information:

**This is part of the Parks and Recreation Trust Fund Grant for the
Mulberry Optimist Park Project.
Bids: Versacourt, LLC \$18,995.48
Flex Court Athletics \$19,589.53
Duraplay Courts \$19,933.00**

III. Staff Recommendation:

**Staff recommends to approval the bid to Versacourt, LLC in the amount
of \$18,995.48**

IV. Reviewed by:

City Attorney:

Finance Director:

Public Works/Public Utilities Director:

Planning Director:

Recreation Director: Kenny Story



Versacourt, LLC
P.O. Box 927
Dalton, GA 30722
P: 706-529-0201

Email: kstory@ci.lenoir.nc.us
Date: 9/6/2018
Rep: Laronda Roberts | laronda.roberts@versacourt.com

Customer Name: City of Lenoir- Kenny Story-828 757 2166
Terms: Payment before processing
P.O. #:

Billing

Shipping

720 Mulberry Recreation Center
Lenoir, NC 28645

Versacourt Kit: Game | 50'-8" by 119'-0"
Required concreted pad size: 50'-10" by 119'-2"
Distance from front of backboard to edge of concrete:

I hereby accept and agree to the terms of this proposal:

Customer Signature

[illegible]

Shipping Quote Prices are valid for 7 days
All Other Quote Prices are valid for 30 days

Due to dimensions of our tile, painted game lines may not meet standard regulation
Customers in Georgia or Missouri are subject to sales tax which is not included on this quote

FLEX COURT International Inc.
 4328 US Hwy 34
 Kewanee IL 61443
 United States



Lenoir Parks and Rec Dept
 Kenny Story
 720 Mulberry St SW
 Lenoir NC 28645

Estimate # CC 8201
 Estimate Date August 6, 2018
 PO# Tennis Court
Estimate Total (USD) \$19,589.53

Item	Description	Unit Cost	Quantity	Line Total
ProStep Court	All Weather Outdoor Game Court By FLEX COURT Athletics (50.10x119) Pro Step Court Surface 16 Colors to Choose Includes Inlaid Lines for Tennis Play Includes Ramp Edges for Perimeter	19,192.00	1	19,192.00
Freight	Freight	397.53	1	397.53
INSTALLC	OPTIONAL: installation—Court Surface	3,670.00	0	0.00

Estimated Total (USD) \$19,589.53

Terms

50% on order / Balance on Ship - DIY Project
 50% on order / 40% on Ship / Balance on Completion - Installed Terms

Notes

Pricing Includes Standard 16 Year Warranty

From: DuraplaySupport [<mailto:support@duraplaycourts.com>]
Sent: Thursday, August 02, 2018 11:47 AM
To: Story, Kenny
Subject: Re: Duraplay Tennis Court

Thanks Kenny for the response,

You can make the 99' 11" work, but there will be an area 10' on each end that will still have old concrete showing. The width of 50' 2" will work well for you.

Price for a larger court size 50' 10" X 119' is \$18,635
Shipping with the extra tiles is \$1298
Total is: \$19,933

So the 50 x 100 is a large savings, if you can make us of the size.

Thank you
Lee

From: DuraplaySupport
Sent: Wednesday, August 1, 2018 4:51 PM
To: kstory@ci.lenoir.nc.us
Subject: Duraplay Tennis Court

Kenny:
Price on a 50' 2" x 99' 11" tennis court kit is: \$15,990
Shipping to your location is: \$1048
Total price delivered is \$17,038.00

Price includes:
Shipping to your location, 7 pallets weighing 500lbs each. You will need to unload them with a fork lift.
All lines for tennis court pre-painted white unless another color is chosen.
Ramps on all four sides as well as corners.
Your choice of colors - most customers get border color and second color inside the tennis playing area. (Royal Blue/Olive Green)
We will work with you on your net placements so the playing area will match your present layout.

I have attached a picture of one of our tennis courts covering an old court; a photo showing how the tiles cover cracks; and a tennis court we built to cover a decaying court that the customer added on full basketball, volleyball, two shuffleboard courts, and pickle ball lines to.

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Rejection of Bids for Lenoir Fire Station #3
- II. Background Information:** On Thursday, August 30, 2018, the City opened construction bids for the Lenoir Fire Station #3. The City received four bids; and the bid tabulation for all of the construction bids is attached. The total bids for each of the contractors are as follows:

Moss Marlow	\$2,387,000
Wilkie Construction	\$2,182,588
Brushy Mountain Builders, Inc.	\$2,020,000
Neill Grading & Construction	\$2,080,000

Additional add-on items outside the base bid are estimated at \$300,000+. The architect's opinion of the total construction project cost was estimated to be approximately \$1,720,000. Taking in consideration both the lowest base bid and the additional items, the total project cost would approach \$2,400,000.

Staff reviewed the construction bids to see if there are changes that can be made to the bid documents to close the gap. However, taking steps to reduce the difference between budget and base bid/add-on items would entail the re-scoping of the project.

Given the variation of over 39% and the proposed budget for this project, staff recommends that the City Council reject all bids as submitted; and further direct the City Manager to review other options.

- III. Staff Recommendation:** Due to the bids exceeding budgeted amounts, staff recommends that the City Council reject all bids as submitted; and further direct the City Manager to review other options.

- IV. Reviewed By:**

City Attorney:

City Manager:



J B P L A S T E R A R C H I T E C T

626 HARPER AVENUE LENOIR, NC 28645 828.230.1726

LENOIR FIRE DEPARTMENT STATION 3

CERTIFIED BIDS:

BID DATE 08/30/18

Firm: Brushy Mountain Builders

Contact: John Moore

Phone: 828.758.5577

Email: jmoore@brushymountaininc.com

Bid: \$2,020,000

Firm: Wilkie Construction

Contact: Brandon Harrison

Phone: 828.754.6431

Email: brandon@wilkie-const.com

Bid: \$2,182,588

Firm: Moss Marlow

Contact: David Deal

Phone: 828.328.2333

Email: ddeal@mossmarlow.com

Bid: \$2,387,000

Firm: Neill Construction

Contact: Scott Zanotti

Phone: 828.324.6774

Email: scott@neillinc.com

Bid: \$2,080,000

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Approval of purchase of a 0.634392 acre lot (NCPIN 2749525451, Parcel ID 06-130-2-8) located at 1515 Morganton Boulevard owned by Service Distributing Company, Inc. for \$65,300.

II. Background Information:

As you are aware, the City, in conjunction with other community partners, is working to extend greenways throughout Lenoir. The acquisition of the 0.634392 acre lot will allow for the extension of the recently installed greenway along Morganton Boulevard near the intersection of Harrisburg Drive. The current carwash canopy will be removed to allow for a creek crossing to be located on this tract. A tentative agreement has been reached with Service Distributing Company, Inc. to purchase the property for \$65,300, the current tax value, subject to the approval of City Council.

A tax map of the Service Distributing Company Inc. property is enclosed for your information.

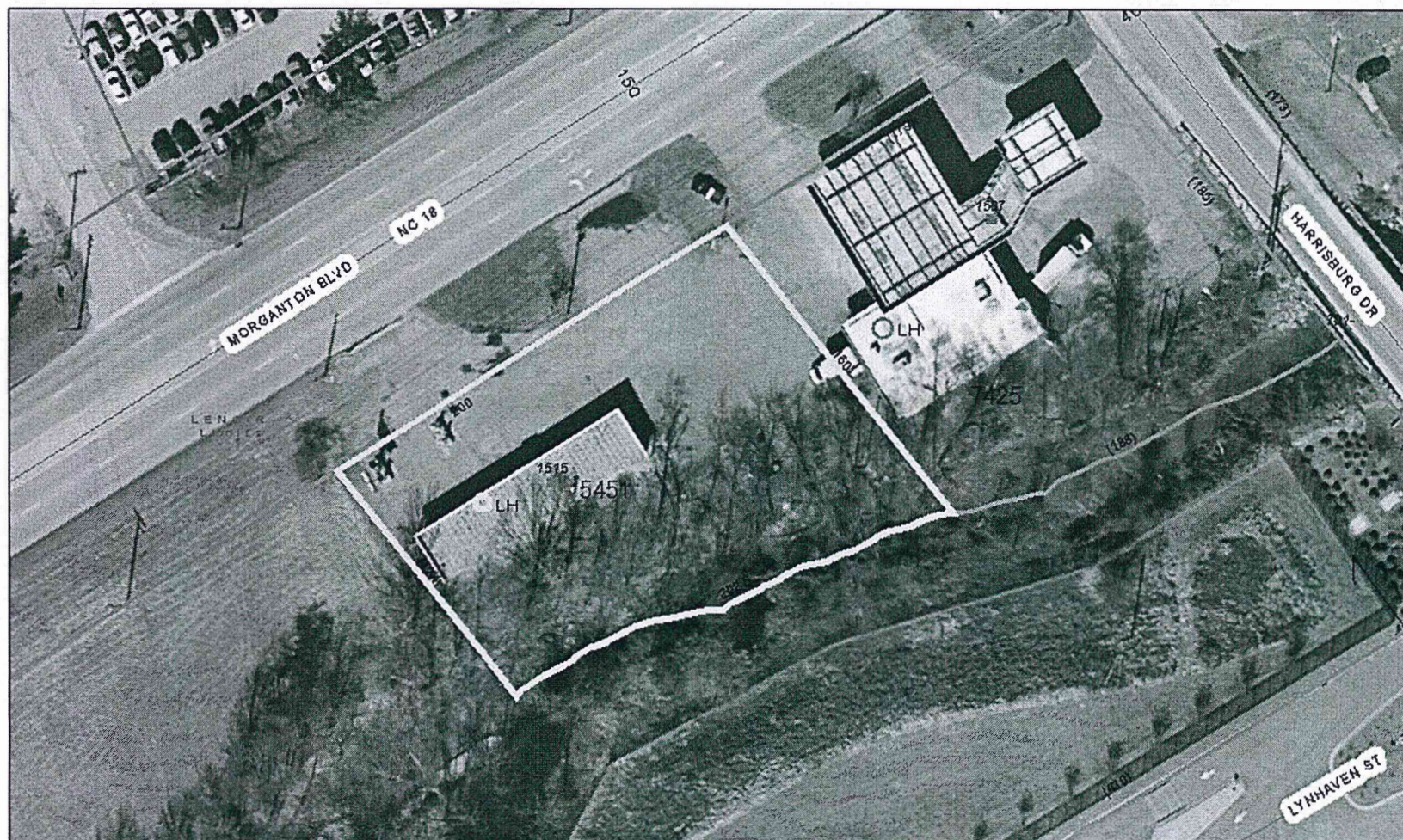
III. Staff Recommendation:

Recommend approval of purchase of a 0.634392 acre lot located at 1515 Morganton Boulevard owned by Service Distributing Company, Inc. for \$65,300.

IV. Reviewed By:

City Attorney:

City Manager:



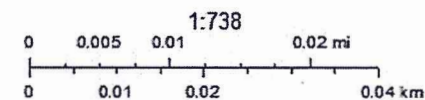
This map is NOT of land survey quality and is NOT suitable for such use.

Owner SERVICE DISTRIBUTING
P O BOX 310
ALBEMARLE, NC 28001

Acct Number 34428
Parcel ID 06130 2 8
NCPIN 2749525451

Deferred Val \$0
Assessed Val \$65,300
Calc Acreage 0.634392
Land Units 200 (FF)
Legal Desc 0811/0622 1983 0.00
Plat Ref /
Property Addr 1515 MORGANTON BV

Caldwell County



September 5, 2018

BOARD RE-APPOINTMENT

ABC BOARD

Elizabeth Wilson

3-year term

CITY OF LENOIR

AFTER ACTION MEMO

To: Department Heads/Division Superintendents

From: Scott Hildebran, City Manager

Date: Wednesday, September 19, 2018

Subject: Action taken by City Council on Tuesday, September 18, 2018.
Review all information to ensure that your department maintains
action taken by City Council.

- ✓ City Council approved the minutes of the City Council Meeting of Tuesday, September 4, 2018 as submitted.
- ✓ City Council approved the minutes of the Committee of the Whole Meeting of Tuesday, August 28, 2018 as submitted.
- ✓ City Council approve the closed session minutes of Tuesday, September 4, 2018 as submitted.
- ✓ City Council awarded the low bid of \$18,995.48 to Versacourt, LLC, for the construction of a new tennis court at Mulberry Recreation Center.
- ✓ City Council accepted the closeout of the Appalachian Regional Commission (ARC) grant in the amount of \$273,000. The grant funding was used to replace sewer lines located near the City of Lenoir's downtown district.
- ✓ City Council rejected the bids received on Thursday, August 30 for the construction of Fire Station #3 due to being over budget and authorized the City Manager to review other options.
- ✓ City Council approved the purchase of a 0.634392 acre lot, NCPIN#274952541, Parcel ID#06-130-2-8 located at 1515 Morganton Boulevard and a 0.722553 acre lot, NCPIN#2749527425 located at 1507 Morganton Boulevard for a purchase price of \$150,000 for both lots. This property is owned by Service Distributing Company, Inc.
- ✓ City Council cancelled its regular meeting of Tuesday, November 6 due to Election Day and the National League of Cities Conference scheduled for November 6 through November 11.
- ✓ City Council re-appointed Elizabeth Wilson to serve a three-year term on the ABC Board.
- ✓ On behalf of City Council, Mayor Gibbons commended City Staff for their hard work and assistance during the recent storm, Florence.
- ✓ Mayor Gibbons announced for the general public that there was a vacancy on the Lenoir Housing Authority Board and several vacancies on the Parks and Recreation Advisory Board.
- ✓ The City Council meetings for Tuesday, October 2 and Tuesday, October 16 will be held

at City Hall, Third Floor, former Council Chambers due to early voting and training sessions.

- ✓ Pursuant to N.C.G.S. §143-318.11(a), (3), City Council entered into closed session to discuss attorney-client privilege.
- ✓ The following events for the month of September were highlighted:
 - The North Carolina League of Municipalities (NCLM) cancelled its annual Fall City Vision Conference due to the recent inclement weather. The conference will not be rescheduled for this year.
 - The NCDOT's annual Fall Litter Sweep begins on Saturday, September 15 through Saturday, September 29. Additional information is available online at www.ncdot.gov.
 - The Sanitation Division's annual Trash Bash week is scheduled for Monday, September 17 through Friday, September 21. Additional information is available on the City's website at www.cityoflenoir.com. The public is encouraged to participate in this event.
 - The Planning Board cancelled its meeting of Monday, September 24 at 5:30 p.m.
 - The Committee of the Whole will meet on Tuesday, September 25 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
 - The Foothills Regional Airport Authority will meet on Wednesday, September 26 at noon.
 - The Police Department's annual National Night Out Event will be held on Tuesday, October 2 beginning at 6:00 p.m. in downtown Lenoir.