

1. Agenda Packet

Documents:

[SEPTEMBER 4, 2018 AGENDA PACKET.PDF](#)

2. Meeting Materials

Documents:

[AFTER ACTION MEMORANDUM.PDF](#)  
[SEPTEMBER CALENDAR.PDF](#)

# AGENDA



**CITY OF LENOIR  
CITY COUNCIL MEETING  
CITY/COUNTY CHAMBERS  
905 WEST AVENUE  
TUESDAY, SEPTEMBER 4, 2018  
6:00 P.M.**



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## **I. CALL TO ORDER**

- A. Moment of Silence & Pledge of Allegiance

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

## **III. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, August 21, 2018 as submitted.
- B. Professional Services Agreement; Freese Nichols, Inc.: Staff recommends City Council approval to enter into a contract for professional services for stormwater evaluation with Freese Nichols, Inc. as detailed in the attached proposed services agreement.

## **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 annual Sculpture Celebration is scheduled for Saturday, September 8 beginning at 9:00 a.m. at the T. H. Broyhill Walking Park. The public is invited to attend.
2. The City/County Services Committee will meet on Monday, September 10 at 11:45 a. m.
3. The Caldwell County Economic Development Commission will meet on Tuesday, September 11 at 8:00 a.m.
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.
5. The NCDOT's Fall Litter Sweep begins on Saturday, September 15 through Saturday, September 29. Additional information is available online at [www.ncdot.gov](http://www.ncdot.gov).
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](http://www.cityoflenoir.com). The public is encouraged to participate in this event.

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 are Mayor Joe Gibbons, City Manager Scott Hildebran, Mayor Pro-Tem Ben Willis, along with Councilmembers Todd Perdue and Ike Perkins.

B. Items for Council Action

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

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

- A. Announcement; Board Re-Appointment: Mayor Gibbons will recommend 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**

- A. Closed Session: Pursuant to N.C.G.S. §143-318.11(a) (3), (5), City Council will enter into closed session to discuss attorney-client privilege and property acquisition.

**X. ADJOURNMENT**

**LENOIR CITY COUNCIL  
TUESDAY, AUGUST 21, 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.

**OATH OF OFFICE, BRENT PHELPS;  
CHIEF OF POLICE:**

- B. Mayor Gibbons administered the Oath of Office to Brent Phelps, Chief of Police.

A copy of the Oath of Office is hereby incorporated into these minutes by reference. (Refer to page 211).

On behalf of City Council, Mayor Gibbons stated the City was honored to have Chief Phelps serve in this position and commended him for all he has done for the City and the community. Mayor Gibbons also thanked him for his leadership and wished him all the best.

Chief Phelps stated it was an honor to accept this role and praised his Staff by commenting they were the ones working hard in the community to make sure what they do as a Police Department happens. Chief Phelps also recognized his wife, Tonya, along with his son and daughter, Jacob and Jamie, who were in the audience. Chief Phelps stated he cared about the men and women of the Police Department and the community and thanked City Council for their support.

At this time, Police Chaplain Terry Hunt along with the other three Police Chaplains prayed for Chief Phelps as he begins his new role.

**II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

**FINANCING AGREEMENT; NC LOCAL  
GOVERNMENT COMMISSION:**

- A. A public hearing was held to receive public input regarding the City of Lenoir seeking approval from the North Carolina Local Government Commission (LGC) by resolution regarding approval of a construction loan for the new Lenoir Fire Station No. 3 to be located at 132 Tremont Park Drive.

A copy of the resolution is hereby incorporated into these minutes by reference.

(Refer to pages 212-213).

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed new fire station.

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

City Manager Hildebran explained that, prior to entering into an installment purchase contract involving construction, the LGC requires a public hearing must be held. In addition, he reminded Council that Blue Ridge Electric Membership Corporation (BREMC) submitted an application late last year to the USDA's Rural Economic Development Loan and Grant (REDLG) program for \$1,300,000 to be used to assist the City in the construction of the proposed new fire station. Through the REDLG program, USDA provides zero-interest loans/grants to utilities that lend funds to local businesses/governments for projects to create and retain employment in rural areas. This \$1.3 million loan will be for ten-years at 0% interest.

Mr. Hildebran also clarified the City will move forward with this project once the bid process has been completed.

Pursuant to N.C.G.S. §160A-20 and upon a motion by Councilmember Perdue, Council voted to 7 to 0 to approve a Resolution authorizing the filing of an application for approval of financing agreement to the NC Local Government Commission (LGC) as recommended by City Staff.

### 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 7, 2018 as submitted.
2. Tax Settlement Report: Staff recommends approval of the 2017 Tax Collector's Settlement and 2018 Tax Collection Charge as submitted. (A copy of the report by Donna Bean, Finance Director, requesting the submitted tax receipt charge be authenticated by the City Council for 2018 taxes is hereby incorporated into these minutes by reference. (Refer to pages 214-217). **Note:** A copy of the Unpaid Balance Report for FY2017-2018 is on file in the office of the Finance Director.

Councilmember Rohr requested that Item No. 3 be removed for further discussion.

Upon a motion by Mayor Pro-Tem Willis, Council voted 7 to 0 to approve Items No. 1 and 2 on the Consent Agenda as listed above and as recommended by City Manager Hildebran.

3. Change Order No. 2; Water Treatment Plant SRF Project: Staff recommends City Council approval of Change Order No. 2 as recommended by McGill Associates for the Water Treatment Plant Improvements project to reflect a net decrease in the contract amount of \$43,996.68 and also to reflect an increase in the contract time of 58 calendar days. (A copy of the Change Order is hereby incorporated into these minutes by reference. Refer to page 218).

Councilmember Rohr asked why an increase of two months is being requested for this project.

Public Utilities Director Thomas informed Council that equipment delays and weather conditions have contributed to the delay of the project.

Upon a motion by Councilmember Rohr, Council voted 7 to 0 to approve Change Order No. 2 for the Water Treatment Plant improvements project as described above and as recommended by City Staff.

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

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

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

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

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

1. The Foothills Regional Airport Authority will meet on Wednesday, August 29 at noon.

##### **FABULOUS FILM**

- NIGHT:** 2. Fabulous Film Night is scheduled on Saturday, August 25 at 8:30 p.m. with the movie "Early Man" being shown on the square.

##### **CANCELLED; PLANNING**

- BOARD:** 3. The Planning Board cancelled its regular scheduled meeting of Monday, August 27 at 5:30 p.m. The next meeting will be held on Monday, September 24 at 5:30 p.m.

##### **COMMITTEE OF THE**

- WHOLE:** 4. The Committee of the Whole will meet on Tuesday, August 28 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.

##### **HOLIDAY**

- CLOSING:** 5. City offices will be closed on Monday, September 3 in observance of Labor Day.

##### **ANNUAL SCULPTURE**

- FESTIVAL:** 6. The annual Sculpture Festival will be held on Saturday, September 8 beginning at

9:00 a.m. at the T. H. Broyhill Walking Park.

**CAROLINA TATTOO & ARTS  
GATHERING EVENT:**

7. The annual Carolina Tattoo and Arts Gathering event will be held on Friday, August 31 through September 2 at the historic W.E. Shaw Building located in downtown Lenoir.

**B. ITEMS FOR COUNCIL ACTION**

**CONSULTING AGREEMENT;  
CONCRETE TESTING:**

1. City Staff recommends approval to enter into a contract for engineering services for the Water Treatment Plant concrete repair work with SKA Consulting Engineers of Charlotte, NC.

A copy of the consulting agreement is hereby incorporated into these minutes by reference. (Refer to pages 219-226).

City Manager Hildebran stated McGill Associates recommends the City enter into this contract with SKA at an estimated cost of \$29,000 to \$32,000 depending upon the amount of work involved. He also reported \$200,000 was included in the Project Budget for this project.

Upon a motion by Councilmember Thomas, Council voted 7 to 0 to approve entering into a contract with SKA Consulting Engineers for engineering services for the Water Treatment Plant concrete repair work as recommended by McGill Associates and City Staff.

**AUTHORIZING RESOLUTION;  
CROSSROADS SEWER REPLACEMENT PROJECT:**

2. City Staff recommends approval of the submitted Resolution to authorize an application for state loan/grant assistance for the Crossroads Sewer Replacement Project.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 227).

City Manager Hildebran reported this project has been listed on the City's Capital Improvements Project for several years and has now been transferred to the priority list. The estimated cost of the project is \$2.43 million and will place the City of Lenoir in queue to begin the funding process for the project.

Councilmember Rohr expressed his opposition to subsidized loans offered by the state.

Upon a motion by Councilmember Stevens, Council voted 6 to 1 to adopt the Resolution authorizing the City to submit an application for state loan/grant assistance for the Crossroads Sewer Replacement Project as recommended by City Staff.

Councilmember Rohr voted against this project.

## **NCLM VOTING**

### **DELEGATES:**

3. City Council will appoint a Delegate and an Alternate Delegate to represent the City of Lenoir at the North Carolina League of Municipalities (NCLM) Annual Business Meeting on Friday, September 21 at the Hickory Metro Convention Center. Attending are Mayor Gibbons, Mayor Pro-Tem Willis, Councilmembers Perdue and Perkins along with City Manager Hildebran.

Upon a motion by Councilmember Thomas, Council voted 7 to 0 to appoint Councilmember Todd Perdue to serve as the Delegate and Councilmember Ike Perkins to serve as the Alternate Delegate at the North Carolina League of Municipalities Annual Business Meeting Friday, September 21 at the Hickory Metro Convention Center.

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

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

### **BOARD RE-APPOINTMENT;**

#### **BOARD OF ADJUSTMENTS:**

- A. Mayor Gibbons recommended Richard Hedrick be re-appointed to serve a term on the Board of Adjustments. This re-appointment was announced at the August 7 City Council Meeting.

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to re-appoint Richard Hedrick to the Board of Adjustments as recommended by Mayor Gibbons.

Mayor Gibbons also announced that two vacancies exist on the Parks and Recreation Advisory Board and applications are available online at [www.cityoflenoir.com](http://www.cityoflenoir.com) or may be picked up at City Hall.

## **IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

## **X. ADJOURNMENT**

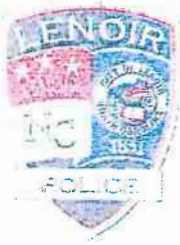
- A. There being no further business, the meeting was adjourned at 6:32 p.m.

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Shirley M. Cannon, City Clerk

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Joseph L. Gibbons, Mayor



## LENOIR POLICE DEPARTMENT

(828) 757-2121 • Fax (828) 757-2103  
1035 West Avenue NW  
Lenoir, North Carolina 28645



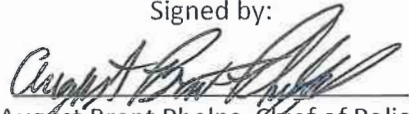
### OATH OF OFFICE

I, **August Brent Phelps**, do solemnly swear (or affirm) that I will, well and truly, perform my assigned duties for the City of Lenoir and the State of North Carolina as Chief of Police, twenty-four hours per day, seven days per week, as determined by the Lenoir City Manager.

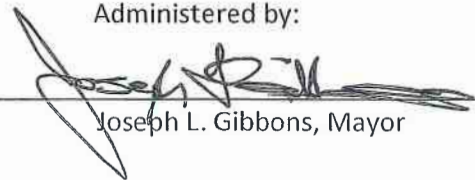
I, **August Brent Phelps**, do solemnly swear (or affirm) to obey and enforce the city ordinances for the City of Lenoir and the laws of the State of North Carolina, fairly and impartially, to the best of my knowledge and ability, so help me, God.

I, **August Brent Phelps**, do solemnly swear (or affirm) that I will be alert and vigilant to enforce the criminal laws of this State; that I will not be influenced in any matter on account of personal bias or prejudice; that I will support and maintain the Constitution and laws of the United States and the Constitution and laws of North Carolina, not inconsistent therewith; and that I will faithfully and impartially discharge and execute the duties of my office as Chief of Police for the City of Lenoir, according to the best of my skill, abilities, and judgment, so help me, God.

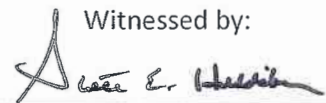
Signed by:

  
August Brent Phelps, Chief of Police

Administered by:

  
Joseph L. Gibbons, Mayor  
8-21-2018  
Date

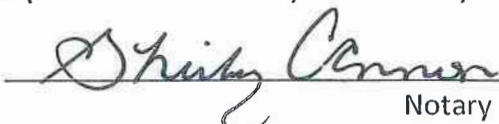
Witnessed by:

  
Scott E. Hildebran, City Manager  
8/21/2018  
Date

NORTH CAROLINA, CALDWELL COUNTY

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **August Brent Phelps** as Chief of Police taking oath of office and administered by Joseph L. Gibbons as Mayor of the City of Lenoir.

8-21-2018  
Date

  
Notary Public

My commission expires: 9-21-2019



CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
J. T. BEAL  
T. H. PERDUE  
J. I. PERKINS  
T. J. ROHR  
D. F. STEVENS  
C. D. THOMAS  
B. K. WILLIS

**RESOLUTION**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR  
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY  
NORTH CAROLINA GENERAL STATUTE 160A-20**

**WHEREAS**, the City of Lenoir, North Carolina desires to build Fire Station III (the "Project") to better serve the citizens of Lenoir. Fire Station III will allow for reduced response times for areas east of US 321, which include three public schools, because congestion at Smith Crossroads can slow the response time from the City's main fire station downtown.

**WHEREAS**, The City of Lenoir, North Carolina desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

**WHEREAS**, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Lenoir, North Carolina, meeting in regular session on the 21st day of August, 2018, make the following findings of fact:

1. The proposed contract is necessary or expedient to decrease response time to areas east of US 321, which include three public schools. Congestion at Smith Crossroads can slow the response time from the City's main fire station downtown to this area.
2. The proposed contract is preferable to a bond issue for the same purpose because the cost of issuing a general obligation bond would be greater than financing the station through Blue Ridge Membership Corporation utilizing a zero-interest loan from the USDA Rural Economic Development Loan and Grant (REDLG) program in the amount of 1,300,000.00.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the interest rate is zero-percent.
5. The City of Lenoir's debt management procedures and policies are sufficient because the debt management policies have been carried out in strict compliance with law and adequate debt management will continue to be provided as directed by the Local Government Commission.
6. The Rescue Readiness tax which the City of Lenoir began collecting in FY 2017-2018 will provide the necessary funds to meet the sums to fall due under the proposed contract. The rate will remain at .0085 cents per \$100 valuation and is not deemed to be excessive.
7. The City of Lenoir, North Carolina is not in default in any of its debt service obligations.



8. The attorney for the City of Lenoir, North Carolina has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to act on behalf of the City of Lenoir, North Carolina, in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 21st day of August, 2018.

SEAL

The motion to adopt this resolution was made by:

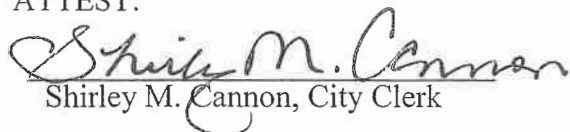
Councilmember Todd Perdue

Seconded by: n/a

And passed by a vote of 7 to 0.

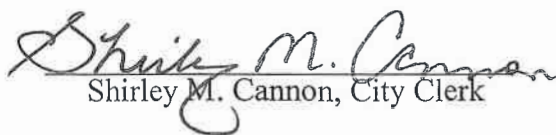
  
Joseph L. Gibbons, Mayor

ATTEST:

  
Shirley M. Cannon, City Clerk

This is to certify that this is a true and accurate copy of Resolution No. n/a Adopted by the

City Council of Lenoir, North Carolina on the 21st day of August, 2018.

  
Shirley M. Cannon, City Clerk

8-21-2018  
Date



CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
J. T. BEAL  
T. H. PERDUE  
J. I. PERKINS  
T. J. ROHR  
D. F. STEVENS  
C. D. THOMAS  
B. K. WILLIS

**MEMORANDUM**

TO: Lenoir City Council

FROM: Donna Bean, Finance Director

SUBJECT: 2017 Tax Collector's Settlement and 2018 Tax Collection Charge

DATE: August 16, 2018

Requires Board Action

In accordance with NCGS 105-373(a)(1), I respectfully submit the following Report:

Attached to this Report is a list of the persons owning real property whose taxes for 2017 remain unpaid, along with the principal amount owned by each person; and a list of the persons not owning real property whose personal property taxes for 2017 remain unpaid, along with the principal amount owed by each person.

In compliance with NCGS 105-373(a)(3), attached hereto is a Report entitled "Settlement for Current Taxes for Fiscal Year 2017-2018" dated June 30th, 2018 setting forth my full settlement for all taxes in my hands for collection for the fiscal year 2017-2018.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary.

2017 Outstanding Taxes

|                                     |               |
|-------------------------------------|---------------|
| 2017 Real & Personal Taxes          | \$ 328,535.29 |
| Total 2017 Outstanding - Percentage | 2.56%         |

A report of all taxes charged and collected is provided for your information.

Request this settlement be accepted and these outstanding taxes be charged back to the tax collector.

In accordance with NCGS 105-321 & 352 requests the attached tax receipt charge be authenticated by the City Council for 2018 taxes.



I, Donna Bean, do hereby affirm that this tax levy settlement sheet and tax receipt charge is a true and accurate report of the status of the tax levy for the City of Lenoir. Further, I affirm that diligent efforts have been made to collect all charged tax receipts.

  
Donna Bean, Finance Director

NORTH CAROLINA, CALDWELL COUNTY

I, Shirley Cannon, Notary Public, do hereby certify that Donna Bean personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 16th day of August, 2018.

  
Notary Public

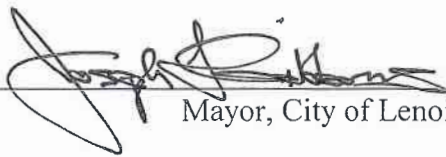
My Commission Expires: 9-21-2019

State of North Carolina, City of Lenoir

To the Tax Collector of the City of Lenoir:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the City of Lenoir, North Carolina, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 16th day of August, 2018

 (Seal)  
Mayor, City of Lenoir

Attest:

  
Clerk, City of Lenoir

## Settlement for Current Taxes for Fiscal Year 2017-2018

**June 30, 2018**

| <b>2017 Settlement</b>          |                    |
|---------------------------------|--------------------|
| Total Taxes Billed              | \$ 12,823,953.81   |
| Demo Liens                      | \$ 19,000.00       |
| Penalties, Interest and Charges | \$ 44,240.64       |
| Releases                        | \$ (10,913.91)     |
| Veteran Exemptions              | \$ (10,328.37)     |
| Overpayments/Negative Balances  | \$ (3,146.22)      |
| Taxes Deferred                  | \$ (23,537.85)     |
| Discounts                       | \$ (97,955.90)     |
| Elderly Exemptions              | \$ (111,930.43)    |
| Taxes Collected                 | \$ (12,300,846.48) |
| Total Outstanding               | \$ 328,535.29      |

| <b>Prior Years Settlement</b>              |                 |
|--------------------------------------------|-----------------|
| Outstanding Taxes Ending Balance 6/30/2017 | \$ 2,095,456.92 |
| Outstanding Taxes Ending Balance 6/30/2018 | \$ 1,765,848.70 |
| Amount Collected                           | \$ 329,608.22   |



Change Order No. 02

|                                                 |                                  |
|-------------------------------------------------|----------------------------------|
| Date of Issuance: July 25, 2018                 | Effective Date: July 25, 2018    |
| Owner: City of Lenoir                           | Owner's Contract No.: WIF-1875   |
| Contractor: Frizzell Construction Company, Inc. | Contractor's Project No.:        |
| Engineer: McGill Associates, P.A.               | Engineer's Project No.: 15.01103 |
| Project: Lenoir WTP Improvements                | Contract Name:                   |

The Contract is modified as follows upon execution of this Change Order:

Description: Adjust the Contract Price and Contract time to include, as well as deduct various project work items as outlined in the attached Change Order Summary

Attachments: *Change Order Summary, with Contractor's change order request documentation*

| CHANGE IN CONTRACT PRICE                                                                                           | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ 4,415,000.00                                                                    | Original Contract Times:<br>Substantial Completion: <u>480</u><br>Ready for Final Payment: <u>510</u><br>days or dates                                                           |
| [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br><br>\$ 4,427,666.42 | [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br>Substantial Completion: <u>485</u><br>Ready for Final Payment: <u>515</u><br>days |
| Contract Price prior to this Change Order:<br><br>\$ 4,427,666.42                                                  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>485</u><br>Ready for Final Payment: <u>515</u><br>days or dates                                         |
| [Increase] [Decrease] of this Change Order:<br><br>\$ 43,966.28                                                    | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: <u>58</u><br>Ready for Final Payment: <u>58</u><br>days or dates                                          |
| Contract Price incorporating this Change Order:<br><br>\$ 4,383,700.14                                             | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>543</u><br>Ready for Final Payment: <u>573</u><br>days or dates                                    |

|                                                                                                                     |                                                                                                                             |                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| RECOMMENDED:<br>By: <u>[Signature]</u><br>Engineer (if required)<br>Title: <u>PRINCIPAL</u><br>Date: <u>8/16/18</u> | ACCEPTED:<br>By: <u>[Signature]</u><br>Owner (Authorized Signature)<br>Title: <u>City Manager</u><br>Date: <u>8/22/2018</u> | ACCEPTED:<br>By: <u>[Signature]</u><br>Contractor (Authorized Signature)<br>Title: <u>VP</u><br>Date: <u>8/27/18</u> |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

CHARLOTTE, NC Office  
4651 Charlotte Park Drive, Suite 150  
Charlotte, NC 28217-1191



t: 704 424 9663  
f: 704 242 9665  
[www.skaeng.com](http://www.skaeng.com)

July 30, 2018

City of Lenoir  
PO Box 958  
Lenoir, North Carolina 28645

Attention: Mr. Radford Thomas; Director of Public Utilities

c/o: Mr. Joel Whitford, PE; Project Manager  
(via email: [joel.whitford@mcgillengineers.com](mailto:joel.whitford@mcgillengineers.com))  
McGill Associates  
1240 19<sup>th</sup> Street, Lane NW  
Hickory, North Carolina 28601

Reference: Proposal for Engineering Design, Bidding and  
Construction Contract Administration Services  
Phase I: Flash Mixer Concrete and Waterproofing Repairs  
City of Lenoir / George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Facility  
5474 Waterworks Road / Granite Falls, North Carolina 28630  
SKA Proposal No. 2018-812-030; SKA Project No. 180098.1

Dear Mr. Thomas:

SKA Consulting Engineers, Inc. (SKA) respectfully submits this proposal to the City of Lenoir (COL) for Engineering Design, Bidding and Construction Contract Administration Services associated with Phase I: Flash Mixer Concrete and Waterproofing Repairs. This proposal includes background information, scope of work, summary of engineering tasks, engineering fees, schedule, limitations of service and authorization procedures.

### **Background Information**

The subsequent background information is based on a conversation with Mr. Joel Radford, PE of McGill Associates (MA) on July 16, 2018 and our knowledge of the plant from previous conversations, and a condition assessment conducted in 2018 and detailed in a report dated June 22, 2018.

The George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Facility includes two exterior primarily above ground reinforced concrete sedimentation/flocculation basin areas and two reinforced concrete flash mixers installed as part of an expansion circa 1974. Refer to the June 22, 2018 SKA report for the current condition, as well as, repair and service-life extension recommendations for the exterior sedimentation/flocculation basins, flash mixers and elevated bridges. Concrete at the plant is characteristically non-air-entrained and generally subjected to high levels of moisture, making it susceptible to damage from freezing and thawing cycles. Cracks, leaks, concrete surface corrosion/erosion, freezing and thawing-related deterioration, and corrosion of reinforcing steel were identified as part of the assessment.

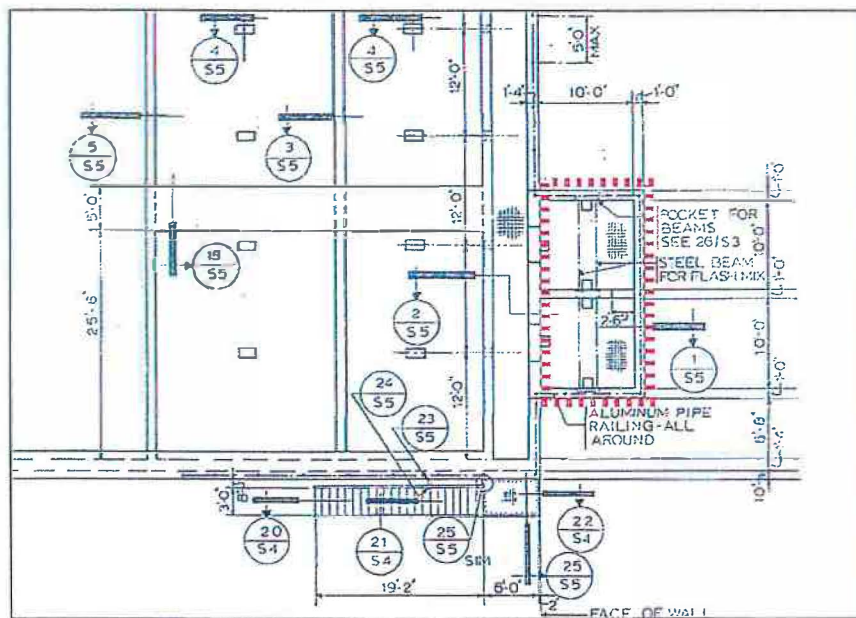
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Structural Mechanical-Electrical-Plumbing-Fire Protection Building Solutions-Roofing-Waterproofing



This proposal is associated with Phase I. Engineering services associated with subsequent phases will be governed under one or more separate agreements. The work applied to Phase I will be similar to expected work on subsequent phases. Significant effort will be required in this phase for specifications of materials and systems, as well as detailing that will govern subsequent phases. Design decisions, detailing progress and information gained during construction in this phase can be applied to subsequent phases.

1. Scope Area: Refer to Figure 1 for the area included as part of this Phase I Scope.



2. Scope of Repairs: We understand that the following is the scope of work at the scope area:
  - a. Structural concrete repairs
  - b. Removal of deteriorated surface concrete and installation of low-permeability bonded cementitious overlay mortar with crystalline waterproofing additives made for water submersion in water treatment facilities on interior vertical wall surfaces



- c. Below grade waterproofing at exterior wall surfaces
- d. Crack injection
- e. We understand that the flash mixers will be repaired sequentially so that operation can continue.
- f. We understand the following are not included at this time:
  - 1) Replacement of guard rails
  - 2) Horizontal walking surfaces (bridges, wall tops, floors, etc.)
  - 3) Exposed metal components
  - 4) Mechanical, electrical, processing, systems or plumbing components
  - 5) Coatings except as noted

#### Engineering Tasks

- A. Design Services: SKA will provide the following design services associated with remediation outlined in the "Scope of Repair Work" above:
  - 1. Review available original Construction Documents provided by COL.
  - 2. Conduct site visits and on-site field work to gather information required for incorporation into the design documents. This will require that flash mixers be drained by others for brief review to confirm design parameters.
  - 3. Prepare Bidding Documents that will include a defined scope of work, repair quantity estimates, repair drawings, administrative specifications and technical specifications. A sample contract will be provided. The Bidding Documents will include standard pre-prepared forms and documents by the American Institute of Architects (AIA).
    - i. Supplementary General Conditions can be used to tailor the documents to the conditions of the project and your particular requirements. SKA will correspond with MA to incorporate information.
    - ii. Unit prices will be used for some repairs to account for variability in the repair project.
  - 4. Provide a ".PDF" of all documents to each pre-qualified bidder and the COL. Provide up to three hard copy sets of Bidding Documents to COL and MA.
  - 5. Provide a list of prospective qualified general contractors, for the COL and MA approval, who could be provided Bidding Documents for pricing.
- B. Bidding Assistance Services: SKA will provide the following bidding assistance services associated with remediation outlined in the "Scope of Repair Work" above:



1. Solicit and assist COL and MA in pre-qualifying a select list of not less than four contractors.
  2. Conduct a pre-bid conference with selected bidders and designated representatives of COL and MA. The special conditions of this project and questions from the contractors about the project will be discussed at this meeting.
  3. Prepare pre-bid meeting minutes and distribute to meeting attendees.
  4. Issue Addenda to supplement and/or modify Bidding Documents, if warranted.
  5. Assist with receipt and opening of bid proposals. Review the bids and prepare a bid tabulation.
  6. Assist the designated representatives of COL and MA with the evaluation of the bid proposals and provide recommendations.
- C. Construction Contract Administration Services: SKA will provide the following construction contract administration services associated with remediation outlined in the "Scope of Repair Work" above:
1. Prepare and assist in final execution of the Owner-Contractor Agreement.
  2. Issue Notice to Proceed letter.
  3. Issue final sealed Construction Documents.
  4. Conduct pre-construction meeting(s) to discuss details of the project with the Contractor and COL.
  5. Review submittals, shop drawings, schedule and construction phasing and pay applications.
  6. Provide a representative to perform weekly site visits to the site during the work. The purpose of our site visits will be to review the contractor's work for conformance to the construction documents, to participate in field mockups, to review repair quantities, and to resolve various field/construction issues. Observations are limited to visible portions of the work and will not include observation of all work. This proposal assumes four to six site visits, each approximately five hours in duration during an anticipated six week construction schedule. If construction activities do not warrant that level of on-site involvement, or warrant additional on-site involvement, our time on site and associated fees can be modified to correspond with the work in progress.
  7. Submit field reports after each site visit, with representative photographs, summarizing our weekly site visit observations.



8. Provide engineering opinions regarding the resolution of disputes that may arise.
9. Coordinate with the contractor and various manufacturer's representatives to observe and review various installation mockups required by the Contract Documents.
10. Review and comment on quality control/quality assurance test reports associated with the work.
11. Attend progress meetings in conjunction with site visits. Review and comment on meeting minutes prepared by the contractor.
12. Review monthly payment requests.
13. Review and process field change directives and change orders, if necessary.
14. Participate in COL and MA teleconferences and meetings to review and discuss project updates and requirements.
15. Perform one final completion inspection and submit a list of punch list items.
16. Review the contractor's closeout documents, including record drawings.
17. Issue a final completion letter following successful completion of the project by the contractor.

#### **Engineering Fee and Terms of Payment**

##### **Engineering Task A: Design Services**

SKA will provide our Design Services summarized in Engineering Task A (Items 1-5) for a lump sum fee of \$12,500.

Additional meetings, redesign or work associated with requests outside the remediation scope of work outlined herein will be billed as additional fees to the lump sum fee and will be subject to the rates and reimbursable expenses provided on the attached SKA 2018 Charge and Billing Rates Schedule, which is updated annually on January 1.

The lump sum fee does not include costs associated with bidding and construction contract administration during the remedial construction.



#### Engineering Task B: Bidding Assistance Services

SKA will provide our Bidding Assistance Services summarized in Engineering Task B (Items 1-6) above for a fee equal to the sum of SKA's employees' time expended in providing the services multiplied by the employees' standard billing rates (2018 Billing Rate Schedule attached), plus reimbursable expenses. SKA estimates that the cost to perform the described task items scope items may be \$2,500. The actual cost of our services will be determined based on the actual time required to perform the work, multiplied by SKA's standard hourly billing rates, plus reimbursable expenses. Rates are subject to increase on January 1 of each year. This estimate assumes one bid period. If requested, SKA can schedule and attend meetings with the designated representatives of COL and MA and the two lowest bidders to assist COL in selection of a contractor. Additional bid periods, meeting with contractors and changes in scope after the final drawings are issued will be billed in accordance with our standard Rates.

#### Engineering Task C: Construction Contract Administration Services

SKA will provide our construction contract administration services summarized in Engineering Task C Items (1-17) above for a fee equal to the sum of SKA's employees' time expended in providing the services multiplied by the employees' standard billing rates (2018 Billing Rate Schedule attached), plus reimbursable expenses. Based on the estimated six week construction duration, we estimate the cost of our services, including expenses, to be on the order of \$14,000 to \$18,000. This includes about five hours a week of office time and five hours a week of site time (for reports, submittals, review, etc.). The actual cost of our services will be determined based on the actual time required to perform the work, multiplied by SKA's standard hourly billing rates, plus reimbursable expenses. Invoices will be submitted on a monthly basis. Rates are subject to increase on January 1 of each year. This estimate assumes one construction phase.

#### Estimated Schedule

Based on current workload, we anticipate that Bidding Documents can be provided within six weeks from the time of authorization.

#### Limitations

The following limitations apply to our work under this proposal:

1. All services provided by SKA are subject to SKA's General Conditions of Service (Attached hereto). If there is a conflict between SKA's General Conditions of Service and any other part of the Proposal, the provisions of SKA's General Conditions of Service shall take precedence.
2. No services are included for any other components or areas except as noted. Other areas and components are excluded. Mechanical, electrical, processing systems, exposed metals, plumbing and maintenance coatings are excluded. Hidden and unknown conditions are excluded.



3. The lump sum fee for design services includes one design period to occur within the 2018 calendar year. The estimate for bidding assistance services includes one bid period and the estimate for construction contract administration services includes one construction phase.
4. The fees described herein are for SKA services associated with the Scope of Repair Work described in this proposal and include work within a single phase. The fees may increase if the scope of the construction is altered. Value engineering, inclusion of alternative scopes of work, phasing or redesign caused by additional or changing requirements, will be billed by SKA on an hourly basis consistent with SKA's standard billing rates.
5. SKA is not qualified to perform any services necessary to identify or evaluate the existence or presence of hazardous materials. We understand that hazardous materials testing has been conducted. Results will be required for inclusion into Bidding Documents.
6. Special inspections, if required by the specifications, are excluded from this contract.
7. SKA has not established a construction budget for the scope of repair work and is not responsible for bid costs that exceed the established construction budget.
8. SKA will not be responsible for events or conditions that alter, delay, or extend the schedule for the proposed services. Schedules are established in good faith. Available resources are used to meet established schedules; however, SKA cannot be responsible for damages incurred due to exceeding estimated schedules.
9. SKA is not the construction manager on this project.
10. SKA specifically disclaims any responsibility for conditions that were not included in the Scope of Repair Work.
11. Cementitious bonded overlays appear as concrete and color variations may occur. Bonded overlays can reflect cracking that is sealed in the substrate as part of the project. Bonded overlay materials with crystalline waterproofing technology have reported crack-healing properties. However, sealing of cracks that could form in the bonded overlay over areas where through-wall cracking is sealed as part of this project may be required after the project.

#### **Authorization**

If this scope of services is satisfactory, please authorize us to proceed by signing the attached **Proposal Acceptance** and returning a complete copy of this Agreement to our office.



SKA appreciates the opportunity to provide this proposal and look forward to assisting you on this project. If you have any questions regarding this proposal, please contact Dave Tepke at 843-900-8108.

Sincerely,

SKA Consulting Engineers, Inc.

A handwritten signature in blue ink that reads "David G. Tepke".

David G. Tepke, PE  
Manager, Charleston Building Solutions Group

A handwritten signature in blue ink that reads "Jeffrey S. Miller".

Jeffrey S. Miller, PE  
Director, Building Solutions Services

Attachments: Proposal Acceptance (Below)  
SKA 2018 Charge and Billing Rates Schedule  
SKA General Conditions of Service

cc: LeAnn Rasmusson; SKA Greensboro  
Tracy Scott; SKA Greensboro

#### Proposal Acceptance

The Terms and Conditions of this Agreement (SKA Proposal No. 2018-812-030) and the attached General Conditions of Service are acceptable to The City of Lenoir:

Signature: A handwritten signature in blue ink that reads "Scott E. Henderson".

Printed Name: Scott E. Henderson

Title: City Manager

Date: 8/22/2018

Please return one executed copy of this Agreement to our office. This proposal is valid for sixty (60) days from the time of issue.

- WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a wastewater collection system project, and
- WHEREAS,** The **City of Lenoir** has need for and intends to construct a wastewater collection system project generally described as the Crossroads Sewer Replacement project, and
- WHEREAS,** The **City of Lenoir** intends to request state loan or grant assistance for the project,

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

That **City of Lenoir**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the **City of Lenoir** to make scheduled repayment of the loan, to withhold from the **City of Lenoir** any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

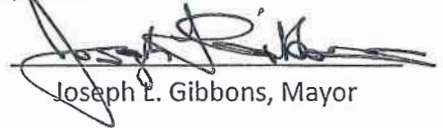
That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Scott Hildebran, City Manager**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the 21<sup>st</sup> day of August, 2018 at Lenoir, North Carolina.

  
Joseph L. Gibbons, Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the 21<sup>st</sup> day of August, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>st</sup> day of August, 2018.

  
Shirley M. Cannon, City Clerk

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

**I. Agenda Item: VI. B. 1.** Consideration of a Professional Services Agreement for Stormwater Services with Freese Nichols, Inc.

**II. Background Information:** After experiencing significant capital expenditures due to inadequate and/or the failure of stormwater infrastructure, the City of Lenoir recognizes a need for stormwater program planning. After discussions with several engineering consulting firms over the past year about development of a comprehensive stormwater improvement plan, staff requested Freese Nichols, Inc. (FNI), a firm that specializes in stormwater services, to provide a scope of work for our stormwater needs. FNI is a 124-year old full-service innovative consulting firm offering engineering, architecture, environmental science, construction and planning services. Headquartered in Fort Worth Texas, FNI has over 800 employees, with North Carolina offices in Raleigh, Charlotte, Greensboro and Winston-Salem.

Pursuant to your direction at our August 24<sup>th</sup> Committee of the Whole meeting, enclosed please find an Agreement for Professional Services with FNI for your consideration. The scope of work will include the following: background data collection, development of a ranking and prioritization system, development of a capital improvement plan and scoring system, development of a database for issue and project tracking, stormwater systems inventory, review of problem areas and mapping, and utility fee conceptual evaluation. The lump sum project cost for this work is \$102,943.

Charles Archer, Vice President/Principal with FNI, will be in attendance at the meeting.

**III. Staff Recommendation:** Staff recommends City Council approval to enter into a contract for professional services for stormwater evaluation with Freese Nichols, Inc. as detailed in the attached proposed services agreement.

**IV. Reviewed by:**

**City Attorney:**

**City Manager:**



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[www.freese.com](http://www.freese.com)

August 29, 2018

Mr. Scott Hildebran  
City Manager  
City of Lenoir  
801 West Avenue  
Lenoir, NC 28645

Re: Stormwater Services - Professional Services Agreement

Dear : Mr. Hildebran

Freese and Nichols, Inc. is pleased to submit this agreement to provide professional stormwater services for the City of Lenoir. Let us know if you have any questions and we look forward to working with you and staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'M - Wayts'.

Mike Wayts, P.E., CFM  
Vice President

Attachments

**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 \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

**City of Lenoir, North Carolina**  
(Owner)

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

\_\_\_\_\_  
Print Name and Title

ATTEST:

**Freese and Nichols, Inc.**  
(FNI)

By: Mike Wayts

MIKE WAYTS Principal / VP  
Print Name and Title

Bryan C Jann  
BRYAN JANN / VICE PRESIDENT

### 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<br>City of Lenoir<br>Public Works Director<br>P.O. Box 958<br>801 West Ave. NW<br>Lenoir, NC 28645<br>(827) 757-2183<br>Email: jwright@ci.lenoir.nc.us |
| FNI's Designated Representative –   | Bryan Dick, PE<br>717 Green Valley Road, Suite 200<br>Greensboro, NC 27408<br>(864) 506-1465<br>bryan.dick@freese.com                                               |
| FNI's Accounting Representative –   | Stephanie Kirchstein<br>2711 N. Haskell Ave., Suite 300<br>Dallas, TX 75204<br>(214) 217-2200<br>stephanie.kirchstein@freese.com                                    |

**FEE BREAKDOWN****BASIC SERVICES**

| <b>Task</b> | <b>Description</b>                                                              | <b>Fee</b> |
|-------------|---------------------------------------------------------------------------------|------------|
| 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:

|                                                                                                                                                             |                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability</b><br>General Aggregate      \$2,000,000<br><b>Automobile Liability (Any Auto)</b><br>CSL                      \$1,000,000 | <b>Workers' Compensation</b><br>Each Accident      \$1,000,000<br><b>Professional Liability</b><br>\$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.

**Authorities/Boards/Commissions**

**Board Re-Appointment\* To be considered at the September 18 City Council Meeting**

**ABC Board**

**Elizabeth “Betsy” Wilson      3-year term**

CITY OF LENOIR

AFTER ACTION MEMO

To: Department Heads/Division Superintendents

From: Scott Hildebran, City Manager

Date: Wednesday, September 5, 2018

Subject: Action taken by City Council on Tuesday, September 4, 2018.  
Review all information to ensure that your department maintains  
action taken by City Council.

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- ✓ City Council approved the minutes of the City Council Meeting of Tuesday, August 21, 2018 as submitted.
- ✓ City Council approved a Professional Services Agreement for Stormwater Services with Freese and Nichols, Inc., Charlotte, NC.
- ✓ City Council scheduled a public hearing on Tuesday, September 18 to formally closeout the 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.
- ✓ 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.
- ✓ Pursuant to N.C.G.S. §143-318.11(a) (3), (5), City Council entered into closed session to to discuss attorney-client privilege and property acquisition.
- ✓ The following events for the month of September were highlighted:
  - The unveiling ceremony of the sculpture at the Lenoir Fire Department in downtown is scheduled for Friday, September 7 at 10:00 a.m.
  - The annual Sculpture Celebration is scheduled for Saturday, September 9 beginning at 9:00 a.m. at the T.H. Broyhill Walking Park. The public is invited to attend.
  - The City/County Services Committee will meet on Monday, September 10 at 11:45 a.m.
  - The Caldwell County Economic Development Commission will meet on Tuesday, September 11 at 8:00 a.m.
  - The Lenoir Business Advisory Board will meet on Thursday, September 13 at 4:00 p.m. at City Hall, Third Floor, former Council Chambers.
  - The Lenoir Tourism Development Authority will meet on Thursday, September 13 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.
  - 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](http://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](http://www.cityoflenoir.com). The public is encouraged to attend.
- The North Carolina League of Municipalities (NCLM) annual Fall Conference begins on Wednesday, September 19 through Saturday, September 22 at the Hickory Metro Convention Center. City Councilmembers attending are Mayor Joe Gibbons, Mayor Pro-Tem Ben Willis, Councilmembers Todd Perdue and Ike Perkins along with City Manager Scott Hildebran,



# September 2018

Revised 8-31



| Sun           | Mon                                                           | Tue                                                                                                                                                                                                                                                                | Wed                                                                | Thu                                                                                              | Fri                                             | Sat                                                            |
|---------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------|
|               |                                                               |                                                                                                                                                                                                                                                                    |                                                                    |                                                                                                  |                                                 | <sup>1</sup><br>4:00 p.m. Cruise-In<br>Downtown                |
| <sup>2</sup>  | <sup>3</sup><br>Labor Day!<br>City Offices Closed!            | <sup>4</sup><br>6:00 p.m. City Council                                                                                                                                                                                                                             | <sup>5</sup><br>9:00 a.m. Staff Mtg.                               | <sup>6</sup>                                                                                     | <sup>7</sup>                                    | <sup>8</sup><br>9:00 a.m. Sculpture<br>Festival (T.H.Broy.Pk.) |
| <sup>9</sup>  | <sup>10</sup><br>11:45 a.m. City/County<br>Services Committee | <sup>11</sup><br>8:00 a.m. EDC                                                                                                                                                                                                                                     | <sup>12</sup>                                                      | <sup>13</sup><br>2:00 p.m. ABC Board<br>4:00 p.m. Tourism<br>Development Auth.<br>6:00 p.m. LBAB | <sup>14</sup>                                   | <sup>15</sup><br>NCDOT Fall Litter<br>Sweep Begins             |
| <sup>16</sup> | <sup>17</sup><br>Annual Trash Bash<br>Week                    | <sup>18</sup><br>6:00 p.m. City Council                                                                                                                                                                                                                            | <sup>19</sup><br>NCLM Annual Conf.<br>10:30 a.m. Staff Mtg.        | <sup>20</sup>                                                                                    | <sup>21</sup><br>Annual Trash Bash<br>Week Ends | <sup>22</sup><br>NCLM Conference<br>Ends                       |
| <sup>23</sup> | <sup>24</sup><br>5:30 Planning Board                          | <sup>25</sup><br>8:30 a.m. Committee<br>of the Whole                                                                                                                                                                                                               | <sup>26</sup><br>Noon - Foothills<br>Regional Airport<br>Authority | <sup>27</sup>                                                                                    | <sup>28</sup>                                   | <sup>29</sup><br>NCDOT Fall<br>Litter Sweep Ends               |
| <sup>30</sup> |                                                               | <b>Notes for October</b>                                                                                                                                                                                                                                           |                                                                    |                                                                                                  |                                                 |                                                                |
|               |                                                               | <b>The Police Department will host its annual National Night Out on Tuesday, October 2 at 6:00 p.m. on the square. The annual "Smoking in the Foothills Barbeque" Event is scheduled for Friday, October 19 through Saturday, October 20 in the downtown area.</b> |                                                                    |                                                                                                  |                                                 |                                                                |

City of Lenoir  
P.O. Box 958  
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757-2200 / 757-2162 fax

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