

**LENOIR CITY COUNCIL
TUESDAY, OCTOBER 20, 2020
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Mayor Pro-Tem Crissy Thomas, Ike Perkins, Ralph Prestwood, David Stevens, and City Manager Scott Hildebran. Fire Chief Ken Hair, Public Utilities Director Radford Thomas and Communications Director Joshua Harris were also in attendance at the meeting.

VIA TELECONFERENCE:

Participating via teleconference were Councilmembers Todd Perdue, Ben Willis, City Attorney T.J. Rohr and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, and Public Works Director Jared Wright. Also via teleconference was Garrett Stell, News Topic.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.
- B. Mayor Gibbons asked that everyone continue to pray for our leaders across the state, nation, and community as they strive to handle issues caused by the pandemic and try to keep everyone safe. He also asked everyone to continue to remember the families who have the COVID-19 virus as well as the families that have lost loved ones. Mayor Gibbons also reminded everyone to continue following the important protocols established for the COVID-19 virus which are wear a mask, practice social distancing and wash your hands.

**SPECIAL RECOGNITION;
ROGER BARLOW:**

- C. On behalf of City Council, Mayor Gibbons presented a resolution and a framed key to the City to Roger Barlow, Assistant Chief of Fire Prevention/Fire Inspector, in honor and recognition of his 31 years of dedicated and outstanding service to the City of Lenoir and its citizens. Mayor Gibbons further expressed everyone's appreciation to Chief Barlow for his many achievements during his career with the Lenoir Fire Department.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 193).

Fire Chief Ken Hair also commended Chief Barlow and presented him with a retirement watch and a shadow box containing his badge, a Fire Department coin, his shield and ribbons. He also presented Chief Barlow with a framed U.S. flag that flew over Fire Station No. 1 on July 31, 2020 in his honor. Chief

Hair stated it was a tradition of the Department to fly a flag over the station where an employee worked to be presented to them upon their retirement. He remarked that Chief Barlow was always equitable and fair to everyone and stated his position (enforcement) was the toughest job at the Fire Department.

Mayor Gibbons, along with Chief Hair, congratulated Chief Barlow for all he has accomplished during his tenure with the Fire Department.

SPECIAL RECOGNITION;

JEFFERY HAYES: B. On behalf of City Council, Mayor Gibbons presented a resolution and a framed key to the City to Jeffery “Jeff” Hayes, Chief Operator, Water Treatment Plant, in recognition of 36 years of dedicated and outstanding service to the City of Lenoir and its citizens.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 194).

Mayor Gibbons stated the City was proud of his service and he also thanked former Public Utilities Director Buddy Edmisten who was present in the audience.

Public Utilities Director Radford Thomas also commented that Jeff’s dedication has meant so much to the Department and to its success. Director Thomas stated it was an absolute pleasure to work with Jeff.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

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

1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, October 6, 2020 as submitted.
2. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, October 6, 2020 as reviewed by the City Attorney, City Manager, and City Council.

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

**AMENDMENTS; FY2019 AND
FY2020 ACTION PLANS:**

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held a public hearing to receive public input and comments in order to amend the FY2019 and FY2020 Action Plans for the City of Lenoir.

The following four (4) items were submitted to Council for their consideration of approval:

AMENDMENT #2; 2019 CONSORTIUM HOME

- PROGRAM:** 1. Approval of Amendment #2, to the 2019 Unifour Consortium HOME Program, Capital Project Budget Ordinance in the amount of (\$90,079.00) in order to reduce and amend the budget ordinance as submitted.

A copy of the capital project budget ordinance is hereby incorporated into these minutes by reference. (Refer to pages 195-196).

Mr. Oxford explained each amendment and reiterated what the funds would be used for.

**AMENDMENT #1, 2020 UNIFOUR CONSORTIUM
HOME PROGRAM:**

2. Approval of Amendment #1, to the 2020 Unifour Consortium HOME Program, Capital Project Budget Ordinance, in the amount of \$75,000.00 in order to amend and increase the Capital Project Budget Ordinance as recommended by Rick Oxford, Plan Administrator.

A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. (Refer to pages 197-198).

Mr. Oxford stated the \$75,000.00 would result in an additional line item.

**AMENDMENT #2, FY 2019 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) & CDBG CORONAVIRUS FUNDS:**

3. Approval of Amendment #2, Capital Project Budget Ordinance, to amend and increase the FY2019 Community Development Block Grant (CDBG) funds and the CDBG Funds-CV Coronavirus Funds for additional funding in the amount of \$88,397.00 for a cumulative amount of \$310,330.00 as submitted.

A copy of the capital project budget ordinance is hereby incorporated into these minutes by reference. (Refer to pages 199-200).

Mr. Oxford explained the second round of coronavirus funding would be used to increase the FY2019 CDBG funds with the purpose of assisting families with low to moderate income for with rent and mortgage payment as well as assist with supplies/operation of the Yokefellow Food Pantry.

Mayor Pro-Tem Thomas stated it was great to support non-profits and Yokefellow.

She asked how this information would be shared with citizens.

Mr. Oxford stated by using flyers, telephone calls, and local newspapers. Communications Director Harris will also record a public service announcement to be aired on the radio.

**SUP-RECEIPIENT AGREEMENT #2;
YOKEFELLOW, INC. & CITY OF LENOIR:**

4. Approval of the Sub-Recipient Agreement #2 between the City of Lenoir and Yokefellow, Inc.: Approval of the Sub-Recipient Agreement #2 between the City of Lenoir and Yokefellow, Inc. as it relates to the expenditure of Community Development Block Grant Funds CARES ACT CDBG-CV Covid-19 Funds (RY20-19 extending to June 30, 2021) as submitted. Note: The purpose of the agreement is to allow Yokefellow, Inc. to oversee COVID-19 mortgage/rental assistance programs and provide funds to assist with supplies/operation of their Food Pantry as related to COVID-19 as submitted.

A copy of the agreement is hereby incorporated into these minutes by reference. (Refer to pages 201-212).

Upon a motion by Mayor Pro-Tem Thomas, Council voted 7 to 0 to approve items 1, 2, 3 and 4 as described above and as recommended by Rick Oxford, Plan Administrator, WPCOG.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

FALL LEAF COLLECTION:

1. Fall leaf collection began on Monday, October 12 and ends on January 31, 2021. Each street will receive three (3) collections during this three month period.

PLANNING

- BOARD:** 2. The Planning Board will conduct a virtual meeting on Monday, October 26 at 5:30 p.m.

COMMITTEE OF THE

- WHOLE:** 3. The Committee of the Whole will meet on Tuesday, October 27 at 8:30 a.m.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY:

4. The Foothills Regional Airport Authority will conduct a virtual meeting on Wednesday, October 28 at noon.

CITY/COUNTY SERVICES

COMMITTEE:

5. The City/County Services Committee will meet conduct a virtual meeting on Monday, November 9 at noon.

EDC: 6. The Caldwell County Economic Development Commission (EDC) will conduct a virtual meeting on Tuesday, November 10 at 8:30 a.m.

HOLIDAY

CLOSING: 7. City offices will be closed on Wednesday, November 11 in observance of Veterans Day. American Legion Post 29 will conduct a ceremony at the Veterans Plaza beginning at 11:00 a.m.

ABC BOARD:

8. The ABC Board will conduct a virtual meeting on Thursday, November 12 at noon.

LENOIR BUSINESS ADVISORY

BOARD: 9. The Lenoir Business Advisory Board will conduct a virtual meeting on Thursday, November 12 at 6:00 p.m.

MEETING CANCELLATIONS:

10. The City Council meeting of Tuesday, November 17 has been cancelled and the Committee of the Whole will also not meet in November.

HOLIDAY

CLOSINGS:

11. City offices will be closed on Thursday, November 26 and Friday, November 27 in observance of Thanksgiving.

CANCELLED; TURKEY

TUESDAY:

12. Councilmember Perkins announced that the annual Turkey Tuesday event has been cancelled for this year due to the pandemic.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

**BOARD ANNOUNCEMENT; PARKS &
RECREATION ADV. BOARD:**

A. Mayor Gibbons announced for the general public that Schonna Banner will be recommended for consideration of re-appointment to the City's Parks and Recreation Advisory Board at the November 3 Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

**COMMENDED; BEN
LIDDY:**

B. Councilmember Ben Willis commended Ben Liddy, Senior IT Specialist, City of Lenoir, and City IT Staff for their assistance in working on certain areas around the City in order to provide Wi-Fi to students that currently do not have access to it. Councilmember Willis also

mentioned that North Carolina Technology has also recognized the City of Lenoir for providing this service. Their mission is to foster growth and champion innovation in North Carolina's tech sector, while providing a voice for the tech community.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:40 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



RESOLUTION

CITY OF LENOIR

HONORING

ROGER CALVIN BARLOW

WHEREAS, *Roger Calvin Barlow* began his career as a Firefighter with the Lenoir Fire Department on July 1, 1978 separating his first appointment on June 8, 1990, rehired on August 6, 2002 and was promoted to Fire Inspector on June 5, 2006 and Battalion Chief/Fire Marshal on March 26, 2009 and Assistant Chief/Prevention on May 6, 2018; and

WHEREAS, *Roger Barlow* has announced his retirement effective August 1, 2020 ending 30 years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, during his tenure of dedicated service, ***Roger Barlow*** has served with great competence and always contributed positively to the professional development of those around him; and

WHEREAS, during all of his endeavors both in and outside the Fire Department ***Roger Barlow*** has brought honor and respect to himself and the City of Lenoir by his actions and his fair treatment of all persons;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council and all the citizens do hereby wish the very best for ***Roger*** in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service which has contributed to the betterment of our City.

Witness my hand and seal this the 20th day of October, 2020.

SEAL

A handwritten signature in black ink, appearing to read "Joseph L. Gibbons".
Joseph L. Gibbons
Mayor



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
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

***RESOLUTION HONORING
JEFFERY IRVIN "JEFF" HAYES***

WHEREAS, Jeffery Irvin (Jeff) Hayes, began his career as a Water Plant Operator Trainee on August 17, 1984, and was promoted to Chief Water Plant Operator on September 22, 1989; and

WHEREAS, Jeff Hayes, has announced his retirement effective September 1, 2020, ending 36 years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, Jeff's operational experience and knowledge of the Water Treatment Plant were key to the success of the two most recent water treatment plant improvements projects completed over the last four years; and

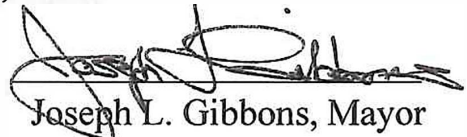
WHEREAS, his leadership skills, commitment and pride in protecting the integrity of the Water Treatment Plant and the distribution system, along with his proven excellence in the quality of the water produced every day, have greatly benefited the community;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for *Jeff* in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service which has contributed to the betterment of our City.

Witness my hand and seal this the 20th day of October, 2020.

SEAL


Joseph L. Gibbons, Mayor

CITY OF LENOIR
AMENDMENT #2 TO THE 2019 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M19-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

	CURRENT	REVISED	Change
Revenue from HOME	1,102,000	1,102,000	0
Anticipated Program Income	770,000	679,921	(90,079)
Total Revenues	1,872,000	1,781,921	(90,079)

Section 4. The following amounts are appropriated for the project:

	CURRENT	REVISED	CHANGE
Downpayment Assistance	312,500	312,500	0
Downpayment Assist Program Income	50,000	167,883	117,883
HOME CHDO	407,000	407,000	0
CHDO Operating Expense	80,000	80,000	0
Multi-Family Housing	486,700	257,000	(229,700)
New Construct Hickory	300,000	300,000	0
Program Income Admin	70,500	92,238	21,738
General Program Admin	165,300	165,300	0
Total Expenditures	1,872,000	1,781,921	(90,079)

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant

agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

CITY OF LENOIR, NC
CHARTERED
JANUARY 23, 1851

SEAL

Adopted this the 20th day of October, 2020.



Joseph L. Gibbons, Mayor



Shirley M. Cannon, City Clerk

CITY OF LENOIR
AMENDMENT #1 TO THE 2020 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M20-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2020 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue from HOME Grant

	CURRENT	REVISED	Change
Revenue from HOME Grant	1,145,874	1,145,874	0
Anticipated Program Income	350,000	425,000	75,000
Total Revenues	1,495,874	1,570,874	75,000

Section 4. The following amounts are appropriated for the project:

	Current	Revised	Change
Down Payment Assistance	425,812	483,311	57,499
HOME CHDO	171,881	171,882	1
Multi-Family Housing	384,300	384,300	0
New Construction	307,000	307,000	0
Morganton			
Program Income Admin	35,000	52,500	17,500
General Program Admin	171,881	171,881	0
Total Expenditures	\$1,495,874	\$1,570,874	\$75,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

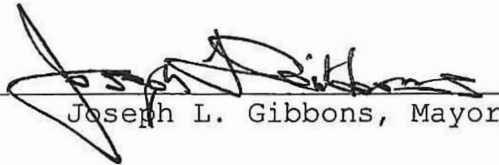
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for carrying out this project.

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Adopted this the 20th day of October, 2020.


Joseph L. Gibbons, Mayor


Shirley M. Cannon, City Clerk

CITY OF LENOIR
AMENDMENT #2 TO THE
2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
&
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS (CDBG-CV)
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-19-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 CDBG Entitlement Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenues

	CURRENT	REVISED	CHANGE
CDBG	135,877	135,877	0
CDBG-CV Round 1	86,056	86,056	0
CDBG-CV Round 2		88,397	88,397
Total Revenues	221,933	310,330	88,397

Section 4. The following amounts are appropriated for the project:

Expenditures

	CURRENT	REVISED	CHANGE
Public Facilities	108,702	108,702	0
Program Administration	27,175	27,175	0
Public Services (CDBG-CV)	86,056	174,453	88,397
Total Expenditures	221,933	310,330	88,397

Section 5. The Finance Officer is hereby directed to maintain

within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

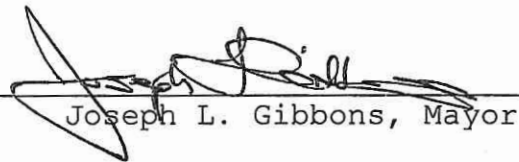
Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 20th day of October, 2020.

CITY OF LENOIR
CHARTERED
JANUARY 28, 1851


Joseph L. Gibbons, Mayor

SEAL


Shirley M. Cannon, City Clerk

**Sub-recipient Agreement #2
Between the City of Lenoir and
Caldwell County Yokefellow, INC.
as it relates to the expenditure of
Community Development Block Grant Funds
CARES ACT CDBG-CV Covid19 Funds
(FY 2019 extending to June 30, 2021)**

This sub-recipient agreement is entered into by and between Caldwell County Yokefellow, Inc., located in the State of North Carolina, hereinafter referred to as the "Sub-recipient", and the City of Lenoir, a body corporate and politic located in the State of North Carolina, hereinafter referred to as the "City." This agreement will not become effective until all conditions placed upon the City's funding are satisfied.

WHEREAS, the City has received a Community Development Block Grant (CDBG-CV CARES ACT Covid19 Funding) in the amount of \$88,397 from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, according to CDBG-CV Block Grant Program Regulations, up to 15% of the total grant award may be expended to support public service activities has been waived for FY 2019 CARES ACT CDBG-CV Funding;
and

WHEREAS, the City Council of the City of Lenoir has approved a Grant Project Budget Ordinance for the Community Development Block Grant Program-CARES ACT-Covid19 CDBG-CV which allocates to the Sub-recipients up to \$88,397 for the purpose of providing public service related to Covid19 to **prevent, prepare for and respond to coronavirus**; and

NOW, THEREFORE, the purpose of this Sub-recipient Agreement is to memorialize the terms and conditions of acceptance of assistance given by the City to the Sub-recipient.

ARTICLE ONE - RESPONSIBILITIES OF THE SUB-RECIPIENT

I. Statement of Work

Sub-recipient shall assist qualified low & moderate income households by paying for Rent Payments, and Mortgage Payments for a maximum of up to six (6) consecutive months per household. **Applicant households must be residents of the City Limits of Lenoir and behind in their Rent or Mortgage** Households maximum amount of assistance may be established by the City.

Funds may be used by the sub-recipient to purchase food for the Yokefellow Food Pantry, purchase needed equipment and operating expense for the purpose of providing public service related to Covid19 to **prevent, prepare for and respond to coronavirus**.

Caldwell County Yokefellow, Inc. shall submit request to purchase food, purchase equipment and operating expenses related to Covid 19 to the Community Development Office for approval.

The Community Development Block Grant Covid19 (CDBG-CV) CARES ACT, funds identified in this agreement will be used for **Prevent, Prepare and Respond** to Covid19.

II. Proposed Payment Procedures and Reports

The City of Lenoir will provide initial funds in the amount of \$10,000 to Sub-recipient to start the program. Once the \$10,000 is used Caldwell County Yokefellow, Inc. of may request additional funds to use pay Rent Payments and Mortgage Payments. Sub-recipient will use these funds to pay REASONABLE Rent Payments and Mortgage Payments for qualified households located in the City of Lenoir City Limits that are behind in their payments as far back as March 2020. Funds can pay for a total of up to six (6) consecutive rent or mortgage payments as far back as March 2020. **The first allowable rent or mortgage payment could be for the March, 2020.** Deposit Fees are not allowable. All payments for more than one month must be for consecutive months.

Sub-recipient may request additional funds from the City as the initial funding is spent. Total available amount of funding for public services is \$79,558. Along with each request for additional funds, Sub-recipient must attach a copy of the proper documentation listed above that documents how previous funds were used.

All requests for additional funds must be submitted by June 30, 2021, unless a written request for an extension is submitted and approved by the City.

Sub-recipient may charge a 10% service delivery cost for all bills paid. Service delivery cost, may not to exceed \$8,839.

Sub-recipient will provide the City of Lenoir with proper documentation stating the:

- Name
- Address
- Number in Household
- Household Demographics,
- Amount of Rent Payment(s) or Mortgage Payment(s)
- Reason for Need of Assistance (**Respond to Covid 19**)
- Dates of Rent Payment(s) or Mortgage Payment(s) Paid
- Evidence of Payment
- Evidence of Income Verification
- Proof of Purchase of Food or Equipment
- Proof of Operating Expense

The Sub-recipient shall keep all records necessary for the City to meet its federal program and reporting requirements described in ARTICLE TWO below. Sub-recipient will keep and maintain or will cause to be maintained at the Sub-recipient's expense and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts in connection with any services, materials, provided in connection with the Project. Sub-recipient will provide in a timely fashion and upon reasonable advance notice, such financial information in such form as the City may reasonably request to demonstrate compliance by the Sub-recipient with any low-income housing restrictions or to facilitate any periodic reporting that the City may be required to make as a part of the program of which these funds are involved. The Sub-recipient shall allow the City to inspect all records pertaining to the Project at reasonable times during regular business hours. The Sub-recipient also agrees that it will supply such financial records, information and verifications that may be requested by the City.

Duplication of Benefits: Sub-recipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. Sub-recipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the City of Lenoir. Sub-recipient shall carry out the activities under this agreement in compliance with the City of Lenoir's procedures to prevent duplication of benefits. Sub-recipient shall ensure that no other federal funds are used for paying Rents, Mortgages, Food Pantry Purchases, Equipment Purchases or Operating Expenses. Before paying a cost with this federal assistance, the recipient must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. Yokefellow must insure that beneficiaries do not receive duplication of benefits or must reimburse the City for any amount that are duplication of benefits.

A. Uniform Administrative Requirements.
See Exhibit A.

B. Affordability.
The Sub-recipient shall document how the project benefits low-income families. Documentation shall be kept on record for three years past the date of the closeout of this program.

C. Requests for Disbursements.

As compensation for the Sub-recipient's services, the City agrees to provide the Sub-recipient an initial payment of up to \$10,000. The Sub-recipient may request additional funds as the initial funding is used. Maximum amount of grant is \$88,397 which includes 10% of this funding for service delivery cost.

D. Reversion of Assets.

Upon expiration of this agreement, the Sub-recipient must transfer to the City any unexpended City funds on hand and any accounts receivable attributable to the use of City funds.

E. Other Program Requirements.

See Exhibit A

F. Conditions for Religious Organizations.

Where applicable, the conditions prescribed by HUD for the use of CDBG-CV funds by religious organizations shall be followed according to 24 CFR 570.200(j).

G. Indemnification.

The Sub-recipient agrees to defend, indemnify, and hold harmless City of Lenoir from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the Sub-recipient or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of City of Lenoir. It is the intent of this section to require the Sub-recipient to indemnify City of Lenoir to the extent permitted under North Carolina law. Nothing in this section is intended to affect or abrogate the City's sovereign immunity defenses.

III. Other Program Requirements or Special Conditions

Attachment A is incorporated as part of the contract by reference.

ARTICLE TWO - RESPONSIBILITIES OF THE CITY

- (1) The City shall monitor the Sub-recipient to ensure that it is completing the activities in a timely manner and in accordance with applicable Federal regulations.
- (2) The City shall provide timely information and technical assistance necessary to assist the Sub-recipient.
- (3) The City shall provide up to \$88,397 in CDBG-CV funds when the Sub-recipient presents appropriately documented requests for funds.
- (4) The City shall document activities undertaken with the funds, the location of those activities, amount of CDBG-CV funds budgeted and expended, and provisions under Subpart C under which it is eligible (24 CFR 570.204(a) and 570.207(b)(3)(iii)).
- (5) The City shall document how the activities undertaken with its CDBG-CV funds benefit low and moderate, income persons:
 - A. Show the total cost of the activity, including both CDBG-CV funds;
 - B. Comply with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG-CV assistance.
 - C. Prepare fair housing and equal opportunity records containing:

1. Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low and moderate income persons and the use of local businesses.
- D. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, with CDBG-CV funds, data indicating which of those entities are minority or women's businesses, the amount of the contract, and documentation of the Sub-recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, services and construction.
- IV. Demonstrate that activities meet National Objectives: low and moderate income benefits (24 CFR 570.208(a)(1) or(4)) (24 CFR 570.506 (b)(5)).

ARTICLE THREE - GRANT TERMS

The \$88,397 in CDBG-CV funds will have the following security provisions:
This contract is until June 30, 2021. All receipts must be presented in order to be reimbursed.

Term:

The services of the Sub-recipient shall begin on October 20, 2020, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2021; provided that Sub-recipient shall have the right to terminate this Agreement for services upon thirty (30) days' notice in writing to the City, and the City shall have the right to terminate this Agreement upon ten (10) days' notice in writing to the Sub-recipient. This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable. Services Related to Covid19 can go back for March 2020.

ARTICLE FOUR - PROGRAM INCOME

- I. Program income is defined as the gross income received by the City or the Sub-recipient directly generated by the use of CDBG-CV funds. It is not anticipated that this project will NOT generate any program income. However, should any income be generated, it shall be recorded by the Sub-recipient and reported to the City (24 CFR 570.504 (a)). Any program income shall be disbursed before any additional CDBG-CV funds are withdrawn from the U.S. Treasury for the same purposes that generated the program income to begin with (24 CFR 570.500 (a)(1)(v) 04(c)).

- II. Any program income generated shall be returned to the City and be used to support CDBG-CV-eligible activities.

ARTICLE FIVE - AUDIT

- A. Each party agrees that any duly authorized representative of the City, the U.S. Department of HUD, the Comptroller General of the United States, and the City shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of this agreement for a period of three years following the completion of all closeout procedures respecting the CDBG-CV funds, and the final settlement and conclusion of all issues arising out of this project.

Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of this Agreement between the Sub-recipient and the City and agree that any conflict between the provisions, requirements, duties or obligations shall be in favor of this agreement.

ARTICLE SIX- RELATIONSHIP OF PARTIES

The Sub-recipient shall operate as an independent contractor, and the City shall not be responsible for any of the Sub-recipient's acts or omissions. The Sub-recipients shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Sub-recipient agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the City on behalf of the Sub-recipient or the employees of the Sub-recipient. The Sub-recipient further agrees that the Sub-recipient is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Sub-recipient shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the City. The City shall not be liable to the Sub-recipient for any expenses paid or incurred by the Sub-recipients unless otherwise agreed in writing. The Sub-recipient shall supply, at his sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The Sub-recipients shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the, services to be performed under this Agreement. The Sub-recipient shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

A. NON-ASSIGNMENT

The Sub-recipient shall not assign any of its rights or obligations hereunder, including rights to payments, to any other party without the prior written consent of the City.

B. ENTIRE AGREEMENT

The Sub-recipient and the City agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

C. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

D. WAIVER

Failure of the City to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Sub-recipient of any of the provisions hereof, shall in no way be construed to be a waiver.

ARTICLE SEVEN - SUSPENSION AND TERMINATION

- I. Failure to perform on the part of either party to this agreement shall be the basis for default. In the event of the default, the non-defaulting party shall deliver a notice of default by hand delivery or by certified mail to the party in default, and said defaulting party shall have 60 days to cure the default. In the event that the Sub-recipient is found to be in default, and fails to cure under the provisions of Article III, then the City may withhold funding. In the event that the City is found to be in default, and fails to cure said default under the provisions of Article III, the Sub-recipient shall be entitled to reimbursement from the City for funds expended in reliance upon this agreement.
- II. This sub-recipient agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties, by and through their Authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

Accepted:

SUB-RECIPIENT

By: _____

Title: _____

Date: _____

ATTEST:

The City of Lenoir

By: _____

Title: _____

Date: _____

ATTEST:

This instrument has been pre-audited in the manner required by "Local Government and Fiscal Control Act.

_____ Finance Director

EXHIBIT A

OTHER PROGRAM REQUIREMENTS

The Contractor, Engineer or Sub-recipient must also follow the requirements list below in completing its activities.

1. Section 109 of the Act--24 CFR 570.602;

This section requires that no person in the United States shall on the ground of race, color, national origin, age, or handicapped status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds make available pursuant to the Act.

2. Labor Standards--24 CFR 570.603;

Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar

construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

3. Environmental Review--24 CFR 570.604;

The Environmental Review (2019) for has been completed and is on file in the City of Lenoir Community Development Office, Lenoir, NC.

4. Employment and Contracting opportunities--24 CFR 570.607;

The Sub-recipient shall comply with Executive Order 11246, as amend by Executive Order 12086, and regulations issued pursuant thereto which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors shall take affirmative action to, ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Section 3 of the Housing and Urban Development Act of 1968 requires, to the greatest extent feasible opportunities for training and employment by given to low and moderate income persons residing within the City of Lenoir. The Act also states that contracts for work in connection with federally-funded projects be awarded to eligible businesses which are located in, or owned insubstantial part by persons residing in the City.

5. Uniform Administrative Requirements and Cost Principles--24 CFR 570.610;The Sub-recipient shall comply with the policies, guidelines and requirements of sections 1-20 of 24 CFR Part 85 and OMB Circulars A-87 and A-128 as implemented in 24 CFR Part 44. The OMB Circulars describe federal rules that must be followed when CDBG-CV funded activities are carried out.

6. Conflict of Interest--24 CFR 570.611;

No employee, officer, or agent of the grantee or sub-grantee shall participate in selection, or in award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee, officer, agent, member of his/her immediate family, partner, or organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for the award.

7. Executive Order 12372--Intergovernmental Review of Federal Programs--24

CFR 570.612.

The Executive Order 12372 applies only where the use of loan funds will involve the planning and construction of water or sewer facilities. If such facilities will be planned and constructed with City funds, the Sub-recipient must initiate the Executive Order review process.

8. Conditions for Religious Organizations.

Where applicable, the conditions prescribed by HUD for the use of CDBG-CV funds by religious organizations shall be followed according to 24 CFR 570.200(j).

9. Clause for Suspension and Termination.

This agreement may be suspended or terminated if the Sub-recipient materially fails to comply with any term of the award (24 CFR 85.43). This agreement may also be terminate for convenience of either party (24 CFR 85.44).

10. Reversion of Assets.

Any unexpended CDBG-CV funds shall be paid back to the City should the Sub-recipients default on the agreement. The funds shall be used for an eligible use as defined by Federal guidelines, regulations and statutes at that time.

11. Federal Provisions

Reporting Requirements:

In accordance with 24 CFR 85.36(i)(7), the City and Contractor will comply with all requirements and regulations pertaining to reporting, specifically those parts listed under 24 CFR 85.40 and 24 CFR 85.41.

Patent Rights:

In accordance with 24 CFR 85. 36(i)(8), the City and Contractor will comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is invented in the course of or under such contract.

Copyrights:

The United States Department of Housing and Urban Development reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and, to

authorize others to use for Federal Government purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Record Retention and Access to Pertinent Information:

In accordance with 24 CFR 85.36(i)(II), the City shall retain all pertinent books, documents, papers and records pertaining to this contract in accordance with 24 CFB, 85.42 for a period of three years after the date of final payment and all other pending matter are closed. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all project funds, both Federal and non-Federal shares.

In accordance with 24 CFR 85.36(i)(IO), the Contractor, and his subcontractor, if any, shall retain all pertinent books, documents, papers and records involving transactions relating to this contract for three years from the date of final payment under this contract. The Contractor shall make such records available to the City, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, for the purpose of making audit, 'examination, excerpts and transcriptions.

In accordance with 24 CFR 85.36(e), the Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

The periods of access and examination described above, for records, which related to litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract as to which exception has been take by the City, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

12. Relocation:

The contractor must comply with the Uniform Relocation Act (49 CFR Part 24).

13. Debarred and Suspended Parties: