



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MARCH 2, 2021
6:00 P.M.



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, February 16, 2021 as submitted.
- B. Agreement; Grant Contract No. RTP2021-9792, Recreational Trails Program Grant; NC Department of Cultural and Natural Resources: Approval of an Agreement Grant Contract No. RTP2021-9792 between the City of Lenoir and the North Carolina Department of Cultural and Natural Resources for the purpose of accepting grant funding in the amount of \$250,000 for the Lenoir OVNHT Greenway Link Project.
- C. Budget Amendment; Craftmaster Furniture: Approval of a Budget Amendment in the amount of \$500,000 for the Building Reuse Grant for Craftmaster Furniture in order to allow for the receipt and expenditure of these funds.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

1. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, will hold the first of two public meetings to receive public comments regarding the proposed FY2021 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2021, beginning July 1, 2021 and ending June 30, 2022. The City of Lenoir serves as the Lead Entity for the Unifour Consortium.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. March Calendar: The calendar for the month of March will be submitted to Council listing various committee meetings.
2. The City/County Services Committee will meet virtually on Monday, March 8 at noon.
3. The Caldwell County Economic Development Commission will meet virtually on Tuesday, March 9 at 8:00 a.m.

4. The ABC Board will meet virtually on Thursday, March 11 at 2:00 p.m.
5. The Lenoir Business Advisory Board will meet virtually on Thursday, March 11 at 6:00 p.m.

B. Items for Council Action

1. Change Order No. 1; MeterSys: Staff recommends approval of Change Order No. 1 in the amount of \$292,489 for the AMI Implementation Project for MeterSys. **Note:** Due to various circumstances which lead to an underestimation in the number of meters to be purchased, it is necessary to increase the number of meters to be purchased and installed by 500. The additional costs are within the contingency of \$298,225 which was approved in the original budget on June 25, 2019. This contingency will be utilized to absorb the increase of \$292,489 for Change Order No. 1 for MeterSys. These changes do not result in an increase to the overall funds approved for the project.
2. Authorizing Resolution; Project Xplode: If Council wishes to proceed with the grant submittal; City Council should adopt the enclosed Authorizing Resolution for a North Carolina Department of Commerce Building Reuse Grant Submission for "Project Xplode".

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Mayor Gibbons will announce the following individuals for re-appointment to the Board of Adjustments to serve a three-year term. **Note:** These individuals will be presented for Council's consideration of approval at the March 16 Council meeting.

James Bradshaw	3-year term
Mac Martin	3-year term
Tim Scobie	3-year term

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

**LENOIR CITY COUNCIL
TUESDAY, FEBRUARY 16, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ralph Prestwood, David Stevens and Ben Willis. City Manager Scott Hildebran, Police Chief Brent Phelps, Fire Chief Ken Hair and Communications Director Joshua Harris were also in attendance at the meeting.

ABSENT: Councilmember Ike Perkins.

VIA TELECONFERENCE:

Participating via teleconference were Mayor Pro-Tem Crissy Thomas, Councilmembers Todd Perdue, City Attorney T.J. Rohr, and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, Recreation Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, Public Utilities Director Radford Thomas, and Public Works Director Jared Wright.

Also participating 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.

GENERAL COMMENTS:

- B. On behalf of City Council, Mayor Gibbons asked everyone to continue to keep all of the doctors, nurses, and health care workers in their thoughts and prayers along with all the individuals who are working to administer the Covid-19 vaccine individuals at the Robbins Center and the Caldwell County Health Department.

On behalf of City Council, Mayor Gibbons commended Garrett Stell, News-Topic Reporter, for all he has done for the City of Lenoir and wished him the very best as he makes plans to move to Scotland.

**SPECIAL RECOGNITION;
GARY E. EVERHARDT:**

- C. On behalf of City Council, Mayor Gibbons read a resolution in honor and memory of Gary E. Everhardt for his four decades of service with the National Parks Service and his many contributions to the City of Lenoir and Caldwell County. Mr. Everhardt passed away on December 20, 2020.

Mayor Gibbons also expressed appreciation for all of Mr. Everhardt's assistance with the City being successful with its Overmountain Victory

National Historic Trail project in October, 2015. There are 5.8 miles of the historic trail located within the City of Lenoir.

**SPECIAL RECOGNITION; RETIREMENT;
SCOTT E. KANUPP:**

- C. On behalf of City Council, Mayor Gibbons presented a resolution to Master Patrol Community Resource Officer Scott E. Kanupp in honor and recognition of his fifteen years of dedicated and outstanding service with the Lenoir Police Department, City of Lenoir and its citizens. Officer Kanupp is retiring from the City of Lenoir effective March 1, 2021.

Mayor Gibbons commended Officer Kanupp for his years of service and stated he was proud of him and his accomplishments. Mayor Gibbons informed Officer Kanupp that his Sig Sauer Model P220R, Serial #37C007649 service weapon along with his badge would be declared as surplus property by Council in order to be presented to him at a later date. In addition, Mayor Gibbons said a small framed City flag and City coin would also be presented at a later time.

On behalf of the Lenoir Police Department, Chief Brent Phelps congratulated Officer Kanupp and reported Officer Kanupp has taught over 3,000 students in the Drug Abuse Resistance Education (D.A.R.E.) program with the Caldwell County School System. Chief Phelps remarked that Officer Kanupp enjoyed working with students and having an impact on their lives.

Officer Kanupp thanked City Council and the Police Department for the opportunity to serve and remarked leaving the Department was the hardest career decision he has ever had to make.

**SPECIAL RECOGNITION; RETIREMENT
TODD LAWS:**

- D. On behalf of City Council, Mayor Gibbons presented a resolution and a key to the City to Battalion Chief Todd A. Laws in honor and recognition of his 30 years of dedicated and outstanding service with the Lenoir Fire Department, City of Lenoir and its citizens. Chief Laws is retiring from the City of Lenoir effective March 1, 2021.

Mayor Gibbons congratulated Chief Laws and stated he was proud of what he has meant to the community during his tenure. Mayor Gibbons also thanked Chief Laws' wife and daughter who were in attendance at the meeting.

Chief Laws stated, you can't change the world, but you can make a difference in people's lives. He shared he hoped he has been able to accomplish that during his tenure. Chief Laws remarked he was honored and proud to serve with the Staff at the Fire Department because it was the best job in the world. He commented everyone is like family and expressed his thanks and appreciation to all of his co-workers.

Fire Chief Ken Hair stated Chief Laws was truly a public servant with a servant's

heart and remarked the Department would truly miss him. Chief Hair wished Chief Laws the very best in retirement and stated a City flag would be flown over Station No. 3 in his honor.

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.

Councilmember Todd Perdue requested to be recused from voting on Item 2, Change Order No. 2, as listed on the Consent Agenda due to a business conflict. City Attorney T.J. Rohr clarified for Council that Mr. Perdue should be recused due to a conflict that would result in financial gain for his business.

2. Change Order #2; Lower Creek WWTP Biosolids Project: Approval of Change Order #2 in the amount of \$9,287.07 as recommended by McGill Associates for the Lower Creek Wastewater Treatment Plant Biosolids Improvements Project. The additional cost is well within the 10% construction contingency approved for the project and the changes do not result in an increase to the overall funds approved for the project. (A copy of the Change Order is hereby incorporated into these minutes by reference. Refer to page 66).

First Motion

Councilmember Willis moved to recuse Councilmember Perdue from voting on the Change Order No. 2, Lower Creek WWTP Biosolids Improvements Project as requested. This motion carried with a 5 to 0 vote.

Second Motion

Councilmember Beal moved to approve Change Order No. 2 as described above and as requested by McGill Associates. This motion carried with 5 to 0 vote.

1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 2, 2021 as submitted.
3. Resolution; Gary Everhardt: Approval of a resolution in honor and memory of Gary Everhardt for his four decades of service and his many contributions to the City of Lenoir and Caldwell County. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 67.)
4. Resolution; Scott Kanupp: Approval of a resolution in honor and recognition of Community Resource Officer Scott Kanupp's fifteen years of dedicated and outstanding service to the Lenoir Police Department, City of Lenoir and its citizens.

Staff further recommends approval of a resolution declaring Officer Kanupp's service weapon, Sig Sauer Model R220R, Serial #37C007649, and badge as surplus property in order to be presented to Officer Kanupp upon his retirement from the Lenoir Police Department effective March 1, 2021. (Copies of the two

resolutions are hereby incorporated into these minutes by reference. Refer to pages 68 & 69.)

5. Resolution; Todd Laws: Approval of a resolution in honor and recognition of Battalion Chief Todd Laws' thirty years of dedicated and outstanding service to the Lenoir Fire Department, City of Lenoir and its citizens. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 70).

Third Motion

Upon a motion by Councilmember Stevens, Council voted 6 to 0 to approve items 1, 3, 4 and 5 on the Consent Agenda as presented and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

PLANNING

- BOARD:** 1. The Planning Board will conduct a virtual meeting on Monday, February 22 at 5:30 p.m.

ANNUAL BUDGET

- RETREAT:** 2. City Council's annual Budget Retreat will be held virtually on Tuesday, February 23 from 8:30 a.m. – 11:30 a.m. during the regular Committee of the Whole meeting. City Council will continue their virtual Budget Retreat on Thursday, February 25 from 2:00 p.m. – 5:00 p.m.

FOOTHILLS REGIONAL AIRPORT

- AUTHORITY:** 3. The Foothills Regional Airport Authority will conduct a virtual meeting on Wednesday, February 24 at noon.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD RE-APPOINTMENTS:

- A. Mayor Gibbons presented the following list of individuals to City Council for their consideration of approval for re-appointment to the City's Authorities/Boards/Commissions. These individuals were announced at the February 2 City Council meeting.

Lenoir Tourism Development Authority (LTDA)

Matthew Underwood

4-year term

Parks and Recreation Advisory Board

James Robertson

2-year term

Michael Dineen

2-year term

Lenoir Business Advisory Board (LBAB)

Kimmie Rogers

3-year term

Upon a motion by Councilmember Prestwood, Council voted 6 to 0 to re-appoint the above list of individuals to the City's Authorities/Boards/Commissions as recommended by Mayor Gibbons.

Mayor Gibbons also mentioned the following upcoming appointments to the Board of Adjustments that will be voted on at the March 2 City Council meeting.

Board of Adjustments – 3 year terms

James Bradshaw

Mac Martin

Tim Scobie

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:42 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

Date of Issuance: December 23, 2020
Owner: City of Lenoir
Contractor: Brushy Mountain Builders
Engineer: McGill Associates, P.A.
Project: Biosolids Facility Improvements

Effective Date: December 23, 2020
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 17.01107
Contract Name: Biosolids
Facility Improvements

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

Description: Adjust the Contract Price for additional, unforeseen project work items as outlined in the attached Change Order Summary

Attachments: Change Order Summary, with back-up documentation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 4,259,000.00	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>1</u> : \$ 23,607.96	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>1</u> : Substantial Completion: <u>355</u> Ready for Final Payment: <u>385</u> days
Contract Price prior to this Change Order: \$ 4,282,607.96	Contract Times prior to this Change Order: Substantial Completion: <u>355</u> Ready for Final Payment: <u>385</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 9,287.07	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>18 days</u> Ready for Final Payment: <u>18 days</u> days or dates
Contract Price incorporating this Change Order: \$ 4,291,895.03	Contract Times with all approved Change Orders: Substantial Completion: <u>373 days</u> Ready for Final Payment: <u>403 days</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>1-20-21</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Title: <u>City Manager</u> Date: <u>2/17/2021</u>	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>1-12-21</u>
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Approved by Funding Agency (if applicable):

Date: _____

**RESOLUTION HONORING GARY E. EVERHARDT FOR HIS
CONTRIBUTIONS TO THE CITY OF LENOIR AND
CALDWELL COUNTY**

WHEREAS, Gary Eugene Everhardt was born on July 8, 1934, in Lenoir, North Carolina, and was the only Caldwell County native to ever serve as the Director of the National Parks Service from January 1975 to May 1977; and

WHEREAS, in October 1977, Gary Everhardt started working as the Superintendent of the Blue Ridge Parkway and oversaw the completion of the parkway, which runs through the northern tip of Caldwell County, including completion of the Linn Cove Viaduct around Grandfather Mountain; and

WHEREAS, The Blue Ridge Parkway brings millions of visitors into North Carolina and Virginia every year to travel all or part the 469 miles of parkway and enjoy our beautiful Appalachian Mountains; and

WHEREAS, Gary Everhardt sought to improve interpretative programming, develop trails and attract visitors to the parkway, and also supervised and supported the construction of the Asheville Folk Art Center, the parkway headquarters, and the Blue Ridge Music Center; and

WHEREAS, The Blue Ridge Parkway Headquarters in North Carolina is named after Gary Everhardt; and

WHEREAS, During his career with the National Parks Service and after, Gary Everhardt was a strong advocate for the Overmountain Victory National Historic Trail, which runs through Lenoir and Caldwell County, and he was a charter member of the Overmountain Victory Trail Association, which seeks to preserve, protect, and interpret the route the Overmountain Men took to the Battle of Kings Mountain; and

WHEREAS, The State of North Carolina recognized Gary Everhardt's 42-year career and service by awarding him the Order of the Long Leaf Pine, the State's highest honor; and

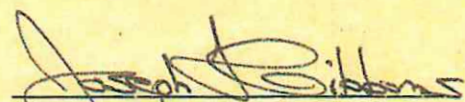
WHEREAS, For his service as the Superintendent of the Blue Ridge Parkway, Gary E. Everhardt was awarded the Department of the Interior's highest honor on April 24, 1985, the Distinguished Service Award, and in 1990, he was awarded the Cornelius Amory Pugsley National Medal Award for his dedication to park conservation.

WHEREAS, Gary Everhardt passed away at 86 years old Sunday, Dec. 27, 2020, in Charlotte, NC, just days after his beloved wife Nancy died on Dec. 23.

NOW THEREFORE BE IT RESOLVED, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, hereby extend sincere appreciation and deep gratitude to Lenoir native Gary Eugene Everhardt, and further recognize and honor his four decades of service and many contributions to our City, our County, our State, and our Nation.

This the 16th day of February, 2021.

SEAL


Joseph L. Gibbons, Mayor
City of Lenoir, North Carolina



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, on the 24th day of July, in the year 2006, Scott Edward Kanupp was appointed as a Patrol Officer for the Lenoir Police Department by Chief Joey Reynolds;

THAT, as of the date of this Resolution, he has admirably and with great distinction, served the citizens of Lenoir during the tenures of three Police Chiefs, and has formed close relations with the citizens of Lenoir through his genuine concern and professional dedication to duty. He has contributed to the success of his community not only professionally, but with the support of his family – wife Melissa; a nurse in the medical field, and two sons; Bradley and Josh, both currently working in the law enforcement field;

THAT, prior to being hired by the City of Lenoir, Scott served his country as a Medical Specialist with the United States Army, with service dates of December 1979 to December 1985; and was hired by the North Catawba Fire & Rescue in October 1999 as a Firefighter and Emergency Medical Technician;

THAT, while a member of the Lenoir Police Department, he served in a number of capacities, to include Crime Prevention, Public Information Officer, Incident Command, Special Response Team, D.A.R.E. Instructor and Board Member, and School Resource Officer;

THAT, due to Scott's dedication and diligence in performing in such an exemplary manner, he was promoted to Master Patrol Officer and Community Resource Officer in August 2010; and played an active and vital role with the community, as well as daycare, elementary, middle, and high school age children;

THAT, on August 2017, he was awarded the Advanced Law Enforcement Certificate. He received an Associates Degree in Emergency Management in 2006, and has made a number of other significant contributions throughout his career;

THAT, society and law enforcement as a whole has gone through many changes and challenges over the last 15 years, and Scott has stayed abreast through those changing trends to remain an effective mentor and leader within the Lenoir Police Department, as well as in the community at large;

THAT, Scott Kanupp has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring on March 1, 2021 with over 15 years of creditable service in the North Carolina Local Government Retirement System;

THEREFORE, BE IT RESOLVED, by authority of the Mayor and City Manager, and on behalf of the City Council, that Officer Scott Kanupp has been an exemplary employee, and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and remembrance by this governing body, as well as persons impacted by his accomplishments;

THIS, the 16th day of February, 2021.


Joseph L. Gibbons, Mayor


Scott E. Hildebran, City Manager



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

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Master Patrol/Community Resource Officer Scott Kanupp upon his retirement, and

NOW, THEREFORE BE IT RESOLVED,

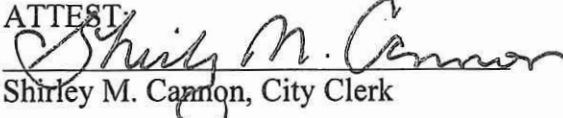
- 1) the Mayor and City Council of the City of Lenoir acknowledge Master Patrol/Community Resource Officer Scott Kanupp's loyal and dedicated service to the Lenoir Police Department and the citizens of Lenoir, and
- 2) the Mayor and City Council declare the following police weapon of Master Patrol/Community Resource Officer Scott Kanupp, upon retirement, as surplus and no longer have any additional use to the City of Lenoir {Sig Sauer Model P220R .45 caliber (Serial # 37C007649)}; and
- 3) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Master Patrol/Community Resource Officer Scott Kanupp in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 16th day of February 2021.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk





RESOLUTION

CITY OF LENOIR

HONORING

TODD ALAN LAWS

WHEREAS, *Todd Alan Laws* began his career as a Firefighter with the Lenoir Fire Department on March 1, 1991, and was promoted to 2nd Lieutenant on February 7, 2002, Lieutenant on July 7, 2004, Captain on February 11, 2008, and Battalion Chief on May 6, 2018; and

WHEREAS, *Todd Laws* has announced his retirement effective March 1, 2021 ending 30 years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, during his tenure of dedicated service, *Todd Laws* 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 *Todd Laws* 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 ***Todd*** 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 16nd day of February, 2021.

SEAL

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

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Execution of the *Agreement* (Contract) with the North Carolina Department of Natural and Cultural Resources for acceptance of funding: **Grant Contract No. RTP2021-9792**, Recreational Trails Program grant for project titled **Lenoir OVNHT Greenway Link Project**

II. Background Information:

Beginning in April, 2020, City staff began working with consultant firm Mattern & Craig to develop a funding application for the 2020 Recreational Trails Program grant funding cycle. The final application was submitted in September, 2020, and the City received notice of award in December, 2020. As noted in a letter from Department Secretary, Susi Hamilton, addressed to Mattern & Craig, the City received the maximum grant amount of \$250,000.00 (award letter attached for reference). Execution of the *Agreement*, complete with required terms, conditions, and acknowledgements, formally expresses the City's intent to accept grant funding and enter into a contract with the North Carolina Department of Cultural and Natural Resources for funding assistance with project design and construction.

III. Staff Recommendation:

Staff recommends execution of the *Agreement*, where indicated, and all appurtenant documentation, for the purposes of accepting grant funding for the **Lenoir OVNHT Greenway Link Project**.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____



STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION NUMBER: 56-6001265

This Contract is hereby made and entered into this Wednesday, February 24, 2021, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the **City of Lenoir**, (the "Grantee") (referred to collectively as the "Parties") for the **Lenoir OVNHT Greenway Link Project Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. Contract Documents: This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2021-9792

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- (8) Federal Assurances - Compliance Form
- (9) Application Signature Page
- (10) Insurance Requirement Notification Form
- (11) Grant Administrative and Programmatic Conditions
- (12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective for a period of three (3) years from the date of the Secretary Award letter, 04 day of December, 2020, and expires on 03 day of December, 2023.

4. Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

a. Complete Environmental Review and obtain & abide by any required permits;

i. Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.

b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;

i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.

c. Request reimbursement for eligible expenses at a minimum of every six (6) months;

d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;

i. Grantee must complete the Project within the term of this Contract.

e. Request final reimbursement prior to the termination or expiration of this Contract;

f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.

5. Grantee's Duties: The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

6. Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed	
two hundred fifty thousand Dollars	\$250,000.00

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$250,000.00	4602	536425	2803

a. The Grantee's matching requirement is \$62,500.00 , which shall consist of:

In-Kind		\$62,500.00
Cash		\$0.00

b. The Grantee has committed to an additional \$0.00 to complete the project as described in the Grantee's response to Agency's call for grant proposals.

In-Kind		\$0.00
Cash		\$0.00

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$312,500.00** .

7. Conflict of Interest Policy: Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S.143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

8. Statement of No Overdue Tax Debts: Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

9. Reversion of Unexpended Funds: Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

10. Reporting Requirements: This Contract is subject to the reporting requirements described on the Notice

of Certain Reporting and Audit Requirements which is attached.

11. Payment Provisions: The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

12. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period. Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

13. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
Talivia Brodie NC Division of Parks and Recreation test MSC 1615 Raleigh, NC 27599-1615 (919) 707-9320 talivia.brodie@ncparks.gov	
Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Jared Wright City of Lenoir PO Box 958 Lenoir, NC 28645 18287572183 Ext: null jwright@ci.lenoir.nc.us	Jared Wright City of Lenoir PO Box 958 Lenoir, NC 28645 18287572183 Ext: null jwright@ci.lenoir.nc.us

14. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. Supplantation of Expenditure of Public Funds: The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal EVerify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
- 4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
 - 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
 - 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE
Title
Mayor
Printed Name
Joseph L. Gibbons
Grantee's Signature

NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Title
Printed Name
Authorized Agent's Signature

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

- 1. PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
- 2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
- 3. AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
- 4. TAXES:** Any applicable taxes shall be invoiced as a separate item.

 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 5. SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- 6. GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
- 7. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, Master Card, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
- 8. AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- 9. INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

- 10. ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.
- 11. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.
- 12. ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:
- a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

- 15. INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
- 16. KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
- 17. SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
- 18. TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
- 19. CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
- 20. CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
- 21. PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be and become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
- 22. COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 23. AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
- 24. WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 25. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 -- A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An accounting of the State funds received, used, or expended; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 -- A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management(OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grant or agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part(a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notify the Department within ten days after receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature

FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature

**FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED TRANSACTIONS
(Requirement of Governmental Agencies and Non-Profit Organizations)
Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature

**RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM**
(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: City of Lenoir

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1, 1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit

<https://www.ebs.nc.gov/VendorDirectory/default.html>.

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature

**NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE**

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature
Attested By

Note: Organizations applying for RTP funding for a project located on land managed by another party (governmental agency or private entity) must have the approval of the agency representative with signature authority of the affected land managing agency. This approval is to be represented by the signature of the agency representative below.

Approved on
Agency/Organization
Title
By

**FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM**
(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Date
Agency/Organization
City of Lenoir
Title
Mayor
Signature



Recreational Trails Program

Number: 20.219

Agency: Department of Transportation Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses.

States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with

other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.) The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review

Application Procedures (092):

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm. This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)**Reports (111):**

No reports are required.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)**Account Identification (121):**

69-8083-0-7-401.

Obligations (122):

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)**Regional or Local Office (151):**

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov
Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Place Holder for Secretary Award Letter

Please reference the Secretary Award Letter under Attachments in the Grant Management System (GMS).

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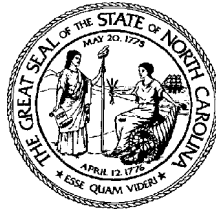
Place Holder for **Application Form**

Please reference the Application form in the Grant Management System (GMS).

The remainder of this page is intentionally blank

Deliverables from Application

DIL	Item Type	Description	Accom. By	Unit(s)	Units of Meas.	Rate	RTP Funds	Match Funds	Total Amount
1	P003 New Trail/Greenway - Paved	10' wide asphalt trail construction, pedestrian crossing ramps, striping, sidewalk curb and gutter	Contracted	1,500	feet	146.93	\$220,395.00		\$220,395.00
2	P005 Equipment	Unable to delete this line item		0		0	\$0.00	\$0.00	\$0.00
3	P007 Design/Planning	Planning & Design	Contracted	1		11,875	\$0.00	\$11,875.00	\$11,875.00
4	P008 Engineering	Civil Engineering, Survey, and construction plan	Contracted	1		50,625	\$0.00	\$50,625.00	\$50,625.00
5	P012 New Trail Facility	Signage, Benches, Interactive educational features, Trail markers, Map kiosks	Purchased	1		29,605	\$29,605.00		\$29,605.00
Sub Total(s)							\$250,000.00	\$62,500.00	\$312,500.00



**North Carolina Department of Natural and Cultural Resources
Office of the Secretary**

Governor Roy Cooper

Secretary Susi H. Hamilton

December 4, 2020

Ed Evans
City of Lenoir
PO Box 958
Lenoir, NC 28645

Dear Mr. Evans:

I am pleased to announce that your 2021 Recreational Trails Program application for the Lenoir OVNHT Greenway Link project has been approved for funding. You have been awarded a grant in the amount of \$250,000.

Mr. Scott Crocker, the Recreational Trails Program Coordinator, will contact you with his congratulations as well as information about how to begin the project. Please do not begin work on your project until you have received guidance from the North Carolina Trails Program. If you have any questions, please contact Scott at 919-707-9326 or scott.crocker@ncparks.gov.

The Department of Natural & Cultural Resources is pleased to have City of Lenoir partnering with the Division of Parks and Recreation and the North Carolina Trails Committee to promote the development and management of sustainable trails and greenways across North Carolina.

Sincerely,

A handwritten signature in cursive script that reads "Susi H. Hamilton".

Susi H. Hamilton

Cc: John Fullwood, Interim Director, DPR
Scott Crocker, State Trails Program Manager

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Request a Budget Amendment for the Building Reuse Grant for Craftmaster Furniture. The grant application was authorized on August 18, 2020.

Background Information:

The Building Reuse Grant for Craftmaster Furniture was authorized on August 18, 2020. The Budget Amendment to allow for the receipt and expenditure of these funds is as follows:

Account	Fund	Account Type	Amount of Increase
Building Reuse Grant Award	General	Revenue	\$500,000.00
4110 – Economic Development Expenditures	General	Expenditure	\$500,000.00

Staff Recommendation:

Approve as requested

II. Reviewed by:

City Attorney:

Finance Director:

Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

NOTICE OF PUBLIC MEETING CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public meeting to receive public input and comments concerning the proposed FY-2021 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2021, beginning July 1, 2021 and ending June 30, 2022.

The public meeting will be held on Tuesday, March 02, 2021 at 6:00pm before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

A summary of the proposed Action Plan is available for public review at the Lenoir City Hall. There will be a 30-day comment period beginning February 16, 2021, to obtain citizen input before the plan is adopted.

The City of Lenoir has received entitlement status by HUD and receives CDBG funds for carrying out community development activities as described in the Consolidated Plan. The Unifour HOME Consortium is comprised of 28 member local governments located within and including Alexander, Burke, Caldwell and Catawba Counties. The City of Lenoir serves as Lead Entity for this Consortium. The Unifour Consortium has received entitlement status by HUD, and will receive HOME funds to carrying out affordable housing activities as described in the Consolidated Plan.

This meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For more information, contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD.

PUBLISH: February 16, 2021

Please run this ad on Tuesday, February 16, 2021

Please run one time only

Use Small Block Ad

Use HUD and Fair Housing, EEO logos

Affidavit Required

Send Bill & Affidavit to:

Attention: **Rick Oxford**
Unifour HOME Program
1880 2nd Avenue NW
Hickory, NC 28601

If you need further information contact Rick Oxford at (828) 514-9191.



March 2021



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 6:00 p.m. City Council	3 9:00 a.m. Staff Meeting	4	5	6
7	8 Noon - City/County Services Committee (Virtual)	9 8:00 a.m. EDC (Virtual)	10	11 2:00 p.m. ABC Board 6:00 p.m. Lenoir Business Adv. Board (Virtual)	12	13
14 Daylight Savings Time Begins	15	16 6:00 p.m. City Council	17 9:00 a.m. Staff Meeting	18	19	20
21	22 5:30 p.m. Planning Board (Virtual)	23 8:30 a.m. Committee of the Whole	24 Noon - Foothills Regional Airport Authority (Virtual)	25	26	27
28	29	30	31			
Notes for April						
City offices will be closed on Friday, April 2 in observance of Good Friday.						

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

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

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item: Request for approval for AMI Implementation Project Change Order #1 for MeterSys

Background Information: The City of Lenoir's AMI Implementation Project is underway and involves the conversion to automated meter reading. Due to various circumstances which lead to an underestimation in the number of meters that needed to be purchased, it is necessary to increase the number of meters to be purchased and installed by 500. The additional costs are within the contingency of \$298,225 which was approved in the original budget on June 25th, 2019. This contingency will be utilized to absorb the increase of \$292,489 for Change Order #1 for MeterSys. These changes do not result in an increase to the overall funds approved for the project.

II. Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

CHANGE ORDER

Date: February 11, 2021

Project: City of Lenoir AMI Implementation Project

To: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019.
 The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$292,489 (pretax). The details of the Changer Order are below.

- Nonstandard Labor and Large Meter Parts/Pieces required for RTU accounts in Cycle 1-3
 - o See Attachment A for detailed cost estimates from Fortiline
 - o Total \$115,718.52
- Neptune Registers (for Retrofit)
 - o See Attachment B quote
 - o Quantity 2 6" registers
 - o Quantity 2 1.5" registers
 - o Total \$590
- Quantity 26 2" MVR meters
 - o See Attachment C quote
 - o Total \$16,392.48
- Quantity 26 Nodes
 - o \$76 unit price
 - o Total \$1,976
- Quantity 500 Remote Disconnect Meters
 - o \$255 unit price
 - o Total \$127,500
- Quantity 526 TTLA
 - o \$12 unit price
 - o Total \$6,312
- Install 500 Remote Disconnect Meter
 - o \$48 unit price
 - o Total \$24,000

This change order provides for changes in the work of this contract according to the attached itemization.

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 11,390.40
Deductions approved to date:	\$ N/A
Contract amount to date:	\$ 3,667,487.74
Amount of this Change Order (Add):	\$ 292,489 (pretax)
Revised Contract Amount:	\$ 3,959,976.74

Approved By: _____
 Owner

Approved By: _____
 Contractor

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attachment A. Fortiline Quote for RTU Work (Revised 2/11/21)

Description	Fortiline Price	QTY	Total Estimated Costs
Hourly Non Standard rate 5/8 to 1" - (box reset 1.5h, bad shut off 3h + parts, hard piped 2h)	\$ 90.00		
Box reset	\$ 135.00	50	\$ 6,750.00
Replace 5/8" and 1" Non-standard (bad valve, hard piped) with new meter	\$ 550.00	52	\$ 28,600.00
2" flange kits with 2"x4" brass nipple to make the 2"x10" MVR fit the 15 1/4" length	\$ 180.00	30	\$ 5,400.00
Replace 1.5" and 2" direct inline meter (threaded) with new flanged meter	\$ 950.00	49	\$ 46,550.00
10-3" meters (priced HBMAg)	\$ 2,134.80	6	\$ 12,808.80
8-4" meters (priced HBMAg)	\$ 2,467.80	4	\$ 9,871.20
9-6" meters			
2-8" meters			
10-3" fl x pe spool 2' \$ 149.15 each	\$ 149.15	4	\$ 596.60
10-3" uniflange \$ 35.00 each	\$ 35.00	4	\$ 140.00
20-3" fl acc kits \$ 8.50 each	\$ 8.50	8	\$ 68.00
8-4" fl x pe spool 2' \$ 131.26 each	\$ 131.26	5	\$ 656.30
8-4" uniflange \$ 44.00 each	\$ 44.00	5	\$ 220.00
16-4" fl acc kits \$ 10.00 each	\$ 10.00	10	\$ 100.00
9-6" fl x pe 3' spool \$ 197.00 each	\$ 197.00	10	\$ 1,970.00
9-6" uniflange \$ 47.92 each	\$ 47.92	10	\$ 479.20
18-6" fl acc kits \$ 13.00 each	\$ 13.00	20	\$ 260.00
2-8" fl x pe 4' spool \$ 320.00 each	\$ 320.00	3	\$ 960.00
2-8" uniflange \$ 66.56 each	\$ 66.56	3	\$ 199.68
4-8" fl acc kits \$ 14.79 each	\$ 14.79	6	\$ 88.74
			\$ 115,718.52



Bid Proposal for METERSYS ECODER REGISTERS NICOR CONNECT 2-12-21

CUSTOMER	HONEYCUTT CONSULTING GROUP LLC 703 W JOHNSON STREET RALEIGH, NC 27603	Job METERSYS ECODER REGISTERS NICOR CONNECT 2-12-21 RALEIGH, NC Bid Date: 03/12/2021 Bid #: 1677955
CONTACT	Sales Representative Korey Bales (T) 919-467-8884 (F) 919-467-5560 Korey.Bales@c oreandmain.com	Core & Main 121 Internaonal Dr Morrisville, NC 27560 (T) 919-467-8884
NOTES		



Bid Proposal for METERSYS ECODER REGISTERS NICOR CONNECT 2-12-21

HONEYCUTT CONSULTING GROUP LLC

Job Location: RALEIGH, NC

Bid Date: 03/12/2021

Core & Main 1677955

Core & Main

121 Internaonal Dr

Morrisville, NC 27560

Phone: 919-467-8884

Fax: 919-467-5560

Seq#	Qty	Description	Units	Price	Ext Price
10		6" HPP REGISTERS			
20	2	6 HPP ECODER USG W/25' NICOR RH5G71SG73	EA	155.00	310.00
				SUBTOTAL	310.00
50		1.5" T10 REGISTERS			
60	2	1.5 T10 ECODER USG W/6' NICOR	EA	140.00	280.00
				SUBTOTAL	280.00
80		IF ORDERED TODAY WOULD SHIP			
90		WEEK ENDING ON 2/19			
100		PRICE INCLUDES SHIPPING			
				Sub Total	590.00
				Tax	42.78
				Total	632.78

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <http://coreandmain.com/TandC/>

Attachment C. Mueller 2" MVR Quote and Additional Equipment Order



SALES QUOTATION

Phone: (800) 423-1323
Website: www.MuellerSystems.com
Attention: Radford Thomas
Phone:
Email: rlthomas@ci.lenoir.nc.us
Company Address:
 510-B Greer Circle
 Lenoir, NC, 28645
Prepared For:
 Lenoir (NC), City of
Account #: 91291000
End User:
 Lenoir (NC), City of

Created Date: 01/26/2021
Quote #: Q-82448
Quote Expires: 07/31/2021
Terms are located at:
www.MuellerSystems.com/Support
ARO: "A" & Stock items 30 Days.
 Project items Stock to 120 days
 unless specified in contract
Currency Type: USD
Prepared by:
 Rossie Manning

Comments & Consideration

\$50 minimum order, \$75 non-box quantity

Should you have any questions, please do not hesitate to contact Rossie-Manning

Quote Line Items

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
Q9PS23155	MVR160,SI,COMP,2B,SGTRL6,5'NIC	26	630.48	16,392.48
MSW-NODE6-1P-05	MINODE 6 W/5'NICOR	526	76.00	39,976.00
MS-TTL-A	THRU THE LID ANTENNA ASSEMBLY	526	12.00	6,312.00
VEGD2437	5/8X3/4 420RDM,PB,SG,ME8,5'ND6	500	255.00	127,500.00

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Xplode”
- II. Background Information:** The Building Reuse Program under the Rural Grants/Programs Section of the North Carolina Department of Commerce provides grants to local governments to support the following activities that will spur economic activity that will create jobs:
- The renovation of vacant buildings
 - The renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location
 - The renovation, expansion or construction of health care entities that will lead to the creation of new, full-time jobs.

The City is currently working with the Caldwell County Economic Development Commission to apply for a Building Reuse Grant to provide funds to assist in the development and implementation of “Project Xplode”. The grant request will be for \$500,000.

The proposed project entails an expansion of a manufacturing company in Lenoir. The company would invest over \$2.2 million in the purchase of the building and renovations and expects to add 50 full-time jobs over a two-year period. The expected average wage of \$44,000 will exceed the Caldwell County average private sector wage of \$41,157.

The Caldwell County Board of Commissioners will consider the project for local job financial incentives representing the required five percent local government grant match at a future meeting.

- III. Staff Recommendation:** If Council wishes to proceed with the grant submittal, City Council should adopt the enclosed Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Xplode”.

- IV. Reviewed by:**

City Attorney:
City Manager:

**City of Lenoir Resolution
Authority to Apply to the
North Carolina Department of Commerce
Building Reuse and Restoration Grant Request
Project XPLODE Economic Development Expansion**

Whereas, The City of Lenoir desires to assist through grant funding the expansion of an existing company within Lenoir, NC, and

Whereas, The City of Lenoir intends to request from the North Carolina Department of Commerce grant assistance for this expansion:

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

That Caldwell County will provide the required local government match of 5% for the Building Reuse grant requested.

That Scott E. Hildebran, Lenoir City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with the North Carolina Department of Commerce for a grant to assist in the development of the project described above.

That Scott E. Hildebran, Lenoir City Manager and successors so titled, is hereby authorized and directed to furnish such information as the North Carolina Commerce Department 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 City of Lenoir has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 2nd day of March 2021 at Lenoir, North Carolina.

ATTEST:

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

Board Announcements

***These announcements will be voted on at the March 16 Council meeting.**

Board of Adjustments

James Bradshaw

Mac Martin

Tim Scobie