



REVISED AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MAY 4, 2021
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Jared Wright, Public Works Director, proclaiming the week of May 16 through May 22 as “National Public Works Week” throughout the City of Lenoir.
- C. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Andy Wilson, Captain, Lenoir Police Department, proclaiming the month of May as “Motorcycle Safety and Awareness Month” throughout the City of Lenoir.
- D. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Andy Wilson, Captain, Lenoir Police Department, proclaiming the week of May 9 – 15 as “Peace Officers’ Memorial Week” throughout the City of Lenoir. Wednesday, May 15 will be observed as “Peace Officers’ Memorial Day.”
- E. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Radford Thomas, Public Utilities Director, proclaiming the week of May 2 – 8 as “Celebrate Drinking Water Week” throughout the City of Lenoir.
- F. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Ken Hair, Fire Chief, Lenoir Fire Department, proclaiming Tuesday, May 4 as “International Firefighters’ Day” throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 19, 2021 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, April 27, 2021 as submitted.
- C. Parking Lot Lease Extension; City of Lenoir and Tye Investments: Approval of an extension of the Lease Agreement between the City of Lenoir and Tye Investments, LLC, for property located between South Main Street and Mulberry Street which is

owned by Tye Investments, LLC. The lease will become effective June 1, 2021 and will renew as a yearly lease unless either party terminates it on or before March 31 of each year.

- D. Proclamation; National Public Works Week: Approval of a proclamation proclaiming the week of May 16 – 22 as “National Public Works Week” throughout the City of Lenoir.
- E. Proclamation; Motorcycle Safety & Awareness Month: Approval of a proclamation proclaiming the month of May as “Motorcycle Safety & Awareness Month” throughout the City of Lenoir.
- F. Proclamation; Peace Officers’ Memorial Week: Approval of a proclamation proclaiming the week of May 9 – 15 as “Peace Officers’ Memorial Week” throughout the City of Lenoir. Also, Wednesday, May 15 will be observed as “Peace Officers’ Memorial Day.”
- G. Proclamation; Celebrate Drinking Water Week: Approval of a proclamation proclaiming the week of May 2 – 8, 2021 as “Celebrate Drinking Water Week” throughout the City of Lenoir.
- H. Proclamation; International Firefighters’ Day: Approval of a proclamation proclaiming Tuesday, May 4 as “International Firefighters’ Day” throughout the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. The City/County Services Committee will meet virtually on Monday, May 10 at noon.
- 2. The Caldwell County Economic Development Commission will meet virtually on Tuesday, May 11 at 8:00 a.m.
- 3. The ABC Board will meet virtually on Thursday, May 13 at 2:00 p.m.
- 4. The Lenoir Business Advisory Board will meet virtually on Thursday, May 13 at 6:00 p.m.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT



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

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

WHEREAS, Public Works Professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Lenoir; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Lenoir to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council, do hereby designate the week of May 16 – 22, 2021, as National Public Works Week and urge all citizen to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to our Public works professionals, engineers and administrators and to recognize the substantial contributions they have made to our national health and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 4th day of May, 2021.

SEAL

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk





City of Lenoir Police



Council Action Form

I. Agenda Item:

Requesting 2 Proclamations in Recognition of:

Motorcycle Safety & Awareness Month, May 2021

National Peace Officers' Memorial Week, May 9 - 15 (Peace Officers' Memorial Day, May 15, 2021)

II. Background Information:

Motorcycle Safety & Awareness month is an annual campaign to help motorists understand standard motorcycle driving behaviors and to how to drive safely around them.

May 15th and Peace Officers' Memorial Week is an annual memorial service that honors the service and sacrifice of U.S. law enforcement officers who have lost their lives in the line of duty.

III. Staff Recommendation:

IV. Reviewed by:

City Attorney: _____

Date: _____

City Manager: _____

Date: _____

Police Chief: *Butt* _____

Date: 4/14/2021



PROCLAMATION

Motorcycle Safety & Awareness Month

May 2021



WHEREAS, the growth in popularity of motorcycle riding and touring, combined with the many scenic destinations in our state and the year-long riding season, have led to North Carolina having one of the largest populations of motorcycle enthusiasts in the nation; and

WHEREAS, more and more residents of the City of Lenoir are taking up this mode of transportation to commute to and from their places of employment; and

WHEREAS, many motorcyclists undergo specialized training by attending professionally taught motorcycle operator training courses with emphasis on skills, traffic laws, and proper safety equipment; and

WHEREAS, it is the responsibility of all motorists to be aware of motorcyclists and extend to them the same courtesy as any other vehicles on our roadways.

NOW, THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.

WITNESS, my hand and seal this the _____ day of _____, 2021.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

PROCLAMATION



In Recognition of Peace Officers' Memorial Week



May 9 – 15, 2021

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the Lenoir Police Department unceasingly provide a vital public service;

NOW THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 9 – May 15, 2021, as Police Week. Due to the COVID-19 pandemic virus currently gripping our nation and community, social gatherings that normally observe this memorial have been cancelled. However, a request via social media for a moment of silence and a virtual candle will be posted on Wednesday, May 12, 2021 in lieu of any formalized gathering;

FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2021, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the _____ day of _____, 2021.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



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

PROCLAMATION
IN CELEBRATION OF
DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society - low mortality rates, economic growth and diversity, productivity, and public safety are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of the City of Lenoir is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim the week of May 2 – 8, 2021 as *“Celebrate Drinking Water Week”* throughout the City of Lenoir.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 4th day of May, 2021.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley Cannon, City Clerk



**LENOIR CITY COUNCIL
MONDAY, APRIL 19, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Crissy Thomas and Ben Willis. City Attorney T. J. Rohr, City Manager Scott Hildebran, Communications Director Joshua Harris and Public Utilities Director Jared Wright were also in attendance at the meeting.

ABSENT: Councilmember Ralph Prestwood and David Stevens.

VIA TELECONFERENCE:

Participating via teleconference was City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, Fire Chief Ken Hair, Police Captain Andy Wilson, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, and Public Utilities Director Radford Thomas,

Also participating via teleconference was Carmen Boone, *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.

**SPECIAL RECOGNITION; MEN'S 2021
HIBRITEN HIGH SCHOOL SOCCER TEAM:**

- B. On behalf of City Council, Mayor Gibbons presented a resolution to Hibriten High School Men's Soccer Team in honor and recognition of their successful season, their regional championship victory and their journey to the 2021 State Championship game. Mr. Jim Blanton, Head Coach, along with Assistant Coach Mark Henderson and Athletic Director Derek Reeves, accepted the resolution on behalf of the team and Hibriten High School.

A copy of the resolution is here by incorporated into these minutes by reference. (Refer to page 124.)

On behalf of City Council Mayor Gibbons congratulated the team for all of their success and hard work during the season. He stated City Council was very proud of the Soccer Team and all they have accomplished.

Mr. Jim Blanton, Head Coach, stated he was proud of the team and remarked they have done a monumental job this season in competing. He shared he was a graduate of Hibriten plus a former player and stated it has been an honor to coach there for the past eighteen years. Mr. Blanton also recognized several

players who were in the audience.

Mrs. Courtney Wright, Principal, commended the team members for their professionalism off and on the playing field and thanked all of the coaches for their dedication and hard work. She stated all of the players were great men and the skills they have learned playing sports will prepare them for life. Mrs. Wright referred to an e-mail she received from someone at another school who also commended all of the Hibriten players for the great sportsmanship they exhibited throughout a game there even though they didn't win. Mrs. Wright congratulated the team and stated they were great representatives of Hibriten High School and the City of Lenoir.

Assistant Coach Mark Henderson also praised the team for their dedication, work ethic, talent and sportsmanship. Coach Henderson remarked they were all great examples of student athletes. He thanked City Council for the honor and recognition.

Mayor Gibbons congratulated everyone and stated it was an honor to recognize the team. He further remarked it was amazing what all they had been able to accomplish during the pandemic.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

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

1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, April 6, 2021 as submitted.
2. Authorizing Resolution; Lease Agreement: Approval of an Authorizing Resolution to lease a portion of the parking lot located at 601 West Avenue (behind the Lenoir Fire Department) to the North Carolina State Employees' Credit Union (NCDECU) for the purpose of an ATM. The lease will be for a term of five (5) years at an annual rate of \$1,200.00. The legal ad was published on Wednesday, March 17 meeting the 30-day notice requirement for the rental or lease of City-owned property. (A copy of the authorizing resolution, lease agreement and legal notice is hereby incorporated into these minutes by reference. Refer to pages 125-136.)
3. Resolution; Hibriten High School Soccer Team: Approval of a resolution in recognition of the Hibriten High School Soccer Team achieving the title of First Runner-up Champions in the North Carolina High School Athletic Association's 2A State Soccer Championship game.

Upon a motion by Councilmember Willis, Council voted 5 to 0 to approve the above listed items 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

FY2021-2025 UNIFOUR CONSORTIUM CONSOLIDATED PLAN & FY2021 ACTION PLAN FOR THE CITY OF LENOIR:

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the second 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.

A copy of the 2021 Action Plan and Unifour Consortium HOME Plan are on file in the City Clerk's office and at the Western Piedmont Council of Governments.

Mr. Oxford reported the City of Lenoir will receive \$161,762 in CDBG funds and \$1,154,095 in HOME funds. He clarified this was year two of the five-year plan. In addition, Mr. Oxford reported the City is utilizing \$129,410 of CDBG funding for renovations at the former Lenoir High School Complex which includes the gym, auditorium and Mack Cooke Stadium.

Mr. Oxford also reviewed funding for the HOME program. This funding assists first time homebuyers. Currently, there are around 36-40 families that have received this assistance and, since its inception, this program has assisted 3,000 families. He stated the City was committed in its efforts to develop and provide affordable housing and to meet the goals of the City's five-year strategy as outlined in the consolidated plan.

Mr. Oxford also explained the process of how CHODO funding works. A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves.

He pointed out Habitat may use this funding to build homes and pointed out they are seeking individuals who will actually assist with the building of the home plus purchasing it. All individuals who are interested in building a Habitat home are encouraged to submit an application plus they have to meet the requirements.

Mr. Oxford also explained developers may apply for a low interest loan for multi-family housing projects. The developers design the project, finalize their funding and submit a letter of commitment for the project. If the project is funded, they may receive tax credits. The City of Lenoir currently has a multi-family housing project, Kattz Corner, that was funded.

Upon a motion by Councilmember Perkins, Councilmembers voted 5 to 0 to approve the FY2021 Action Plan of the City of Lenoir and the Unifour HOME Consortium Plan as part of the five-year Consolidated Plan as presented by Rick Oxford, Plan Administrator.

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, April 26 at 5:30 p.m.

COMMITTEE OF THE

WHOLE: 2. The Committee of the Whole will meet on Tuesday, April 27 at 8:30 a.m. at City Hall, Third Floor.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY: 3. The Foothills Regional Airport Authority will meet on Wednesday, April 28 at noon.

B. ITEMS FOR COUNCIL ACTION

ENGINEERING SERVICES CONTRACT;

MCGILL ASSOCIATES; WATER INTERCONNECT PROJECT:

1. Staff recommends City Council approval to enter into a contract for Engineering Services with McGill Associates for the Water Interconnect Project as presented. The estimated cost of the project is \$3,000,000.

(A copy of the Engineering Services Contract is hereby incorporated into these minutes by reference. Refer to pages 137-148.)

City Manager Hildebran along with Public Works Director Radford Thomas stated the estimated cost for engineering services with McGill is \$194,000. Director Thomas also pointed out the purpose of this project is to mitigate risks for the City's water system. Mr. Hildebran reported the City will expend \$47,000 of the \$194,000 cost during the first phase of the project.

Upon a motion by Councilmember Perdue, Council voted 5 to 0 to approve the Engineering Services Contract in the amount of \$194,000 as recommended by City Staff.

ENGINEERING SERVICES CONTRACT; MCGILL ASSOCIATES WHITNEL WATER TRANSMISSION MAIN REPLACEMENT:

2. Staff recommends City Council approval to enter into a contract for Engineering Services with McGill Associates for the Whitnel Water Transmission Main Replacement Project.

(A copy of the Engineering Services Contract is hereby incorporated into these minutes by reference. Refer to pages 149-160.)

Public Utilities Director Radford Thomas reported the estimated cost of the project is \$5,000,000 and the cost of the engineering services contract is \$270,000. City Manager Hildebran reported the City will expend \$49,000 of the \$270,000 cost for surveying during the initial phase of the project. The engineering funds will be used towards the preliminary engineering, survey, design and permitting of the project. He stated this project was discussed during the Budget Retreat Session in March and reminded Council the City would apply for loans and/or grant funding to assist with the cost of the project should the project receive funding.

Upon a motion by Councilmember Thomas, Council voted 5 to 0 to approve the Engineering Services Agreement with McGill Associates in the amount of \$270,000 for the Whitnel Water Transmission Main Replacement Project as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

COMMENDED; CITY STAFF FOR LITTER CLEAN UP PROJECT:

- A. On behalf of City Council, Mayor Gibbons thanked Public Works Director Jared Wright, City Staff and several Councilmembers for their participation in the City's Clean Lenoir Litter Sweep day on Wednesday, April 14. Director Wright stated the City plans to make this an annual event and shared 150 bags of garbage were picked up. He further expressed his appreciation to everyone that participated in the event. Caldwell County also held a litter sweep pickup day on Saturday, April 17 that was organized by Commissioner Donnie Potter. Mr. Potter participated in the City's campaign as well.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

REMINDER; VACCINE APPOINTMENTS AVAILABLE:

- A. Councilmember Ike Perkins along with Mayor Gibbons continued to encourage everyone to schedule an appointment for the COVID vaccine in order to protect themselves and others against the virus.

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



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

RESOLUTION
HONORING HIBRITEN HIGH SCHOOL
MEN'S 2021 SOCCER TEAM

WHEREAS; the hard work, dedication, sportsmanship, and talent of the 2021 Hibriten High School Men's Soccer team led these student athletes to finish their season 18-1-0; and

WHEREAS; the Panthers went undefeated, 14-0-0, in the Northwestern Foothills 2A where they won the conference championship for the third consecutive year; and

WHEREAS; Hibriten Men's Soccer won the Western Regional Championship for the first time since 1989 taking the team to their second appearance in a North Carolina High School Athletic Association Men's Soccer State Title game; and

WHEREAS; the Panthers scored 122 goals and allowed only 13 goals all year, with 14 shutouts in 19 games, and the team ranks 16 in the nation, second overall in the state, and first in the 2A division of North Carolina; and

WHEREAS; winning the regional championship and playing in the state championship game brought honor and recognition to Hibriten High School on the local and state level; and

WHEREAS; Head Coach Jim Blanton, the entire coaching staff, team parents, faculty, and the student body were integral in supporting the players and guiding the team to victory all season long;

NOW THEREFORE BE IT RESOLVED, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council and all our citizens, do hereby recognize and congratulate the 2021 Hibriten High School Panthers Men's Soccer Team on their successful season, their Western Regional Championship Victory, and their journey to the 2021 State Championship Game.

This the 19th day of April 2021.

SEAL


Joseph L. Gibbons, Mayor

North Carolina

Caldwell County

LEASE AGREEMENT

This lease agreement, made and entered into this 11th day of February 2021 and between, City of Lenoir, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

WITNESSETH:

That subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 601 West Ave. Lenoir, County of Caldwell, State of North Carolina, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

- 1) The term of this Lease Agreement shall be for a period of five (5) years beginning on the FIRST day of March, 2021 and ending on the LAST day of February, 2026, unless extended or terminated under the other provisions of this Lease Agreement.
- 2) As rental for the Leased Premises, Lessee shall pay to Lessor the sum of One Hundred dollars (\$100.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments will be payable to City of Lenoir and sent to the following address: P.O. Box 958, Lenoir, NC 28645
- 3) Lessee shall use and occupy the Leased Premises solely for the purpose of constructing and operating a kiosk ATM, and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.
- 4) Lessor shall be responsible for the repair and/or maintenance of the parking lot area immediately surrounding the Leased Premises including but not limited to repairing any potholes, removing any debris, and performing all landscaping such as maintaining and trimming any shrubs and trees in close proximity of the ATM. In addition, Lessor shall ensure that reasonably adequate lighting, parking, and access are available for the Leased Premises at all times. Upon written notice from Lessee to Lessor requesting any repairs and/or maintenance described above on the Leased Premises, Lessor shall perform any requested repairs and/or maintenance within thirty (30) days. If Lessor fails to perform any requested repairs and/or maintenance within thirty (30) days, then Lessee has the option to provide a forty-five (45) day written notice of its intent to terminate this Lease Agreement (such 45-day window to include the 30-day repair and maintenance window). Except as otherwise agreed to in writing by both parties, Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the "Leased Premises" and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.

- 5) During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties. Lessor shall be named as an additional insured on Lessee's general liability policy and Lessee shall provide or cause to be provided to Lessor, on an annual basis, a certificate evincing the required coverage.
- 6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.
- 7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature, if any, which may be imposed or assessed upon or with respect to the Leased Premises.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental payments shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services. Lessor shall reasonably cooperate with Lessee's efforts in furtherance of this provision, including, but not limited to, promptly responding to any requests for information or access by a utility provider.
- 11) Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees. Lessor shall defend, indemnify and hold harmless Lessee from and against any claims, damages, or expenses (including reasonable attorney's fees) where such claims, damages, or expenses result from the negligence or misconduct by Lessor, its agents, employees or invitees.

- 12) At the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for thirty (30) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of the Leased Premises, and require the Lessee to remove the structure from the premises and restore the Leased Premises back to substantially the same condition as existed prior to the installation of the ATM.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

City of Lenoir
City Manager
P.O. Box 958
Lenoir, NC 28645

and to Lessee at:

State Employees' Credit Union
Attn: SVP, Facilities Management
PO Box 26807
Raleigh, NC 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In addition, this Lease Agreement may be assigned by Lessee to a third party that is regularly in the business of operating ATMs, subject to the approval of Lessor, such approval not to be unreasonably withheld.
- 18) This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.
- 19) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

- 20) Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strikes or other labor problems, fire, flood, civil unrest, pandemics, acts of terror, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Lessor:
City of Lenoir

By: [Signature]
Name: Scott Hildebrand
Title: City Manager

North Carolina:
Caldwell County:

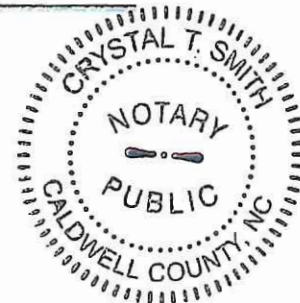
This is the 20 day of April, 2021, before me, Crystal T. Smith, a Notary Public, personally came Scott Hildebrand, who, being duly sworn, says that she/he is a duly authorized officer of the foregoing entity and that the foregoing was signed and sealed by her/him on behalf of the said entity by its authority duly given, and acknowledged the said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this 20 day of April, 2021.

[Signature]
Notary Public

My Commission Expires:

1/20/24



Lessee:
State Employees' Credit Union

By: [Signature]
J. Michael Banks
Senior Vice-President,
Property Management

North Carolina:
Wake County:

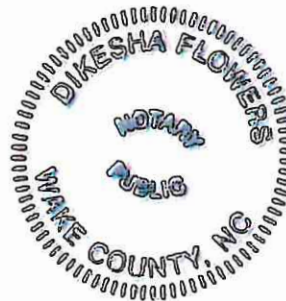
This the 11th day of February, 2021, before me, Diksha Flowers a Notary Public, personally came J. Michael Banks, who, being duly sworn, says that he is Senior Vice-President, Property Management of State Employees' Credit Union and the said writing was signed and sealed by him on behalf of the said credit union by its authority duly given and the Senior Vice-President, Property Management acknowledged the said writing to be the act and deed of said credit union.

Witness my hand and notarial seal, this the 11th day of February, 2021.

[Signature]
Notary Public

My Commission Expires:

8/4/2024



Minutes-City of Lenoir Council Meeting
Monday, April 19, 2021



Exhibit A

AFFP

CITY OF LENOIR CITY COUNCIL NO

Affidavit of Publication

STATE OF NORTH CAROLINA } SS
COUNTY OF Caldwell

Dale Morefield, being duly sworn, says:

That he is Publisher of the News-Topic, a daily newspaper of general circulation, printed and published in Lenoir, Caldwell County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 17, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Publisher

Subscribed to and sworn to me this 17th day of March 2021.

Michael C. Lambert Sr., Notary, County, North Carolina

My commission expires: May 17, 2022.

30044252 30928629 828-757-2680

News-Topic
CITY OF LENOIR
P.O. BOX 958
LENOIR, NC 28645

CITY OF LENOIR CITY COUNCIL

NOTICE OF INTENT TO LEASE REAL PROPERTY

Notice is hereby given in accordance with NCGS 160A-272, that the Lenoir City Council intends to renew a lease for a portion of the parking lot located at 601 West Avenue (behind the Lenoir Fire Department) in Lenoir, NC, to the North Carolina State Employees Credit Union for the purpose of an ATM. The lease will be for a term of five years at an annual rent of \$1,200. City Council will consider adoption of a resolution authorizing the execution of the lease agreement at its regular meeting on Monday, April 19, 2021 at 6:00 p.m. at the City County Chambers, 905 West Avenue, Lower Level. Individuals may contact the City Clerk's office at (828) 757-2205 for additional information.

Shirley M. Cannon,
MMC, NCCMC
City Clerk

March 17, 2021

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2021, by and between the City of Lenoir (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to accomplish certain work toward the preliminary engineering, survey, design, and permitting of the Project entitled *Water Interconnect* generally described as the installation of a water main interconnection to Lenoir's water system including approximately 6,500 linear feet of water main, valves, hydrants, master meter(s), and booster pump station with generator, and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PRELIMINARY ENGINEERING REPORT

- 2.2.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.2.2 Review the latest mapping, operating reports and data furnished by the City and other entities.
- 2.2.3 Prepare a Preliminary Engineering Report to include following:
 - a. Identify and evaluate existing conditions related to the project.
 - b. Evaluate water hydraulic model for connection of the water system to another water system, and the impacts upon both systems
 - c. Prepare an alternatives analysis and a preliminary opinion of probable costs for each alternative.
 - d. Prepare a map showing the proposed water line route and booster pump station.
 - e. Identify possible permanent easements needed for the water main based upon a review of GIS mapping and DOT records.
 - f. Conduct a planning session with the OWNER and other entities identified by the OWNER to review findings and the proposed water facilities.
 - g. Submit the draft Preliminary Engineering Report to City staff for review and comment.
 - h. Incorporate comments from City staff and then submit the final Preliminary Engineering Report to the OWNER.

2.2 SURVEYING PHASE

- 2.2.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to gather initial data.
- 2.2.2 Conduct a route survey to provide topography of the proposed work area and to locate existing structures and conflicts.
- 2.2.3 Produce survey mapping of the project area for use in preparing the design.

2.3 DESIGN AND PERMITTING PHASE

- 2.3.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.3.2 Consult with the OWNER to discuss critical design elements and objectives for the project, based on the findings of the Preliminary Engineering Report, for concurrence and acceptance.
- 2.3.3 Prepare preliminary design layout and calculations.

- 2.3.4 Review preliminary design with OWNER for concurrence and acceptance.
- 2.3.5 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.3.6 Prepare bid documents, contract documents, technical specifications, and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Preliminary Engineering Report.
- 2.3.7 Prepare final design calculations for submission to review agencies.
- 2.3.8 Prepare and submit permit application and supporting documents to Public Water Supply Section to assist in obtaining the construction approval.
- 2.3.9 Prepare and submit permit application and supporting documents to Land Quality Section to assist in obtaining the erosion and sediment control approval, if required.
- 2.3.10 Prepare and submit encroachment agreement to NCDOT for approval.
- 2.3.11 Respond to review agency comments and modify documents as necessary to achieve permit approvals.
- 2.3.12 Perform internal quality control and constructability reviews of the project.
- 2.3.13 Prepare an opinion of probable cost after submission of plans and specifications for permitting and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.3.14 Submit final design plans to OWNER for concurrence and acceptance for bidding.
- 2.3.15 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.3 BIDDING AND AWARD PHASE

Upon written authorization from OWNER, ENGINEER shall:

- 2.3.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.3.2 Schedule a Pre-Bid Conference with all prospective bidders and the OWNER to address questions and to allow prospective bidders to visit the project site.
- 2.3.3 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.3.4 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 **Preparing easement maps or plats.**
- 3.5 Preparing and submitting funding applications, bid packages, or other documents to NCDEQ Division of Water Infrastructure or other agencies.
- 3.6 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning, Design, and Permitting Phase.
- 3.7 Providing Construction or Post-Construction Phase Services (to be performed under separate agreement).
- 3.8 Providing Funding Administration services or required documentation.
- 3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.10 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and plans and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum and hourly fees, inclusive of all reimbursable expenditures.

Preliminary Engineering Report	\$28,000
Surveying Phase	\$19,000
Design and Permitting Phase	\$135,000
Bidding and Award Phase	\$12,000
<i>Easement Survey and Maps</i>	<i>Hourly Basis</i>

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work performed by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 CHOICE OF LAW

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

7.4 OPINIONS OF PROBABLE COSTS

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

- 7.5.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. AUTOMOBILE LIABILITY - bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
 - D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.5.2 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.6 SUCCESSORS AND ASSIGNS

- 7.6.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 INDEMNIFICATION

- 7.7.1 OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.8 ENTIRE AGREEMENT

- 7.8.1 This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

Minutes-City of Lenoir Council Meeting
Monday, April 19, 2021

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

McGILL ASSOCIATES, P.A.

By: _____

Douglas Chapman, PE
Principal – Hickory Office Manager

CITY OF LENOIR

ATTEST: Shirley M. Cannon
Shirley M. Cannon
City Clerk

By: Scott Hildebran
Scott Hildebran
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: Donna Bean
Donna Bean, Finance Director
City of Lenoir

APPROVED AS TO LEGAL FORM:

By: Timothy J. Rohr
Timothy J. Rohr, Wilson Lackey & Rohr LLC
City Attorney



ATTACHMENT "A"

Bringing Communities Together

BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2021, by and between the City of Lenoir (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to accomplish certain work toward the preliminary engineering, survey, design, and permitting of the Project entitled Whitnel Water Transmission Main Replacement generally described as the installation of a water main along Waterworks Road and Sawmills School Road from the Lenoir Water Treatment Plant to the existing 20-inch water transmission main near the Sawmills meter including approximately 15,500 linear feet of 24-inch water main, valves, air release valves, hydrants, major piping connections, and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PRELIMINARY ENGINEERING REPORT

- 2.2.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.2.2 Review the latest mapping, operating reports and data furnished by the City.
- 2.2.3 Prepare a Preliminary Engineering Report to include following:
 - a. Identify and evaluate existing conditions related to the project.
 - b. Confirm water hydraulic model results for proposed project.
 - c. Prepare a preliminary opinion of probable costs.
 - d. Prepare a map showing the proposed water line route.
 - e. Identify possible permanent easements needed for the water main based upon a review of GIS mapping and DOT records.
 - f. Conduct a planning session with the OWNER to review findings.
 - g. Submit the draft Preliminary Engineering Report to City staff for review and comment.
 - h. Incorporate comments from City staff and then submit the final Preliminary Engineering Report to the OWNER.

2.2 SURVEYING PHASE

- 2.2.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to gather initial data.
- 2.2.2 Conduct a route survey to provide topography of the proposed work area and to locate existing structures and conflicts.
- 2.2.3 Produce survey mapping of the project area for use in preparing the design.

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- 2.3.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.3.2 Consult with the OWNER to discuss critical design elements and objectives for the project, based on the findings of the Preliminary Engineering Report, for concurrence and acceptance.
- 2.3.3 Prepare preliminary design layout and calculations.
- 2.3.4 Review preliminary design with OWNER for concurrence and acceptance.
- 2.3.5 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.

- 2.3.6 Prepare bid documents, contract documents, technical specifications, and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Preliminary Engineering Report.
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- 2.3.8 Prepare and submit permit application and supporting documents to Public Water Supply Section to assist in obtaining the construction approval.
- 2.3.9 Prepare and submit permit application and supporting documents to Land Quality Section to assist in obtaining the erosion and sediment control approval, if required.
- 2.3.10 Prepare and submit encroachment agreement to NCDOT for approval.
- 2.3.11 Respond to review agency comments and modify documents as necessary to achieve permit approvals.
- 2.3.12 Perform internal quality control and constructability reviews of the project.
- 2.3.13 Prepare an opinion of probable cost after submission of plans and specifications for permitting and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.3.14 Submit final design plans to OWNER for concurrence and acceptance for bidding.
- 2.3.15 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.3 BIDDING AND AWARD PHASE

Upon written authorization from OWNER, ENGINEER shall:

- 2.3.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.3.2 Schedule a Pre-Bid Conference with all prospective bidders and the OWNER to address questions and to allow prospective bidders to visit the project site.
- 2.3.3 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.3.4 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 **Preparing easement maps or plats.**
- 3.5 Preparing and submitting funding applications, bid packages, or other documents to NCDEQ Division of Water Infrastructure or other agencies.
- 3.6 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning, Design, and Permitting Phase.
- 3.7 Providing Construction or Post-Construction Phase Services (to be performed under separate agreement).
- 3.8 Providing Funding Administration services or required documentation.
- 3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.10 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and plans and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum and hourly fees, inclusive of all reimbursable expenditures.

Preliminary Engineering Report	\$20,000
Surveying Phase	\$29,000
Design and Permitting Phase	\$209,000
Bidding and Award Phase	\$12,000
<i>Easement Survey and Maps</i>	<i>Hourly Basis</i>

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work performed by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 CHOICE OF LAW

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

7.4 OPINIONS OF PROBABLE COSTS

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

- 7.5.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. **AUTOMOBILE LIABILITY** - bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - B. **COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - C. **PROFESSIONAL LIABILITY** – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
 - D. **WORKERS' COMPENSATION** – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.5.2 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.6 SUCCESSORS AND ASSIGNS

- 7.6.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 INDEMNIFICATION

- 7.7.1 OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.8 ENTIRE AGREEMENT

- 7.8.1 This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

Minutes-City of Lenoir Council Meeting
Monday, April 19, 2021

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

McGILL ASSOCIATES, P.A.

By: _____
Douglas Chapman, PE
Principal – Hickory Office Manager

CITY OF LENOIR

ATTEST: Shirley M. Cannon
Shirley M. Cannon
City Clerk

By: Scott Hildebran
Scott Hildebran
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: Donna Bean
Donna Bean, Finance Director
City of Lenoir

APPROVED AS TO LEGAL FORM:

By: Timothy J. Rohr
Timothy J. Rohr, Wilson Lackey & Rohr LLC
City Attorney



ATTACHMENT "A"

Shaping Our Future Together

BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, APRIL 21, 2021
8:30 A.M.**

PRESENT: Committee members, Mayor Joe Gibbons, Todd Perdue, David Stevens, Ben Willis and Ike Perkins.

STAFF PRESENT: City Manager Scott Hildebran and City Clerk Shirley Cannon.

ABSENT: Councilmember Ralph Prestwood.

VIA TELECONFERENCE:

Participating via teleconference were Mayor Pro-Tem Crissy Thomas, Fire Chief Ken Hair, Finance Director Donna Bean, Police Captain Andy Wilson, Recreation Director Kenny Story, Main Street Director Kaylynn Horn, Planning Director Jenny Wheelock, Public Utilities Director Radford Thomas, Public Works Director Jared Wright and Communications Director Joshua Harris.

I. CALL TO ORDER

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

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

A. Public Utilities: Public Utilities Director Radford Thomas reported on the following items:

- A progress report was given on the Biosolids Project and the installation of the Gryphon Dryer. The dryer should be operational by the middle of May and ready to be commissioned in June.
- Brownfield Site – The cleanup work at the former Broyhill Furniture site funded by the ARC grant has been completed by RCI Demolition. RCI estimated 5,000 tons of debris in their bid but they were able to remove 7,100 tons under the contract amount. However, an estimated 4,000 tons of debris still remains on the site that needs to be removed. Additional funding sources are being explored. Also, work on the final Phase 2 environmental analysis and the Brownfield Agreement application are underway.
- Meter Sys Project – the project is close to being finished with about 1,000 additional meters to be installed.
- WaterSmart Customer Portal – Staff plans to launch the public information push to our utility customers for the WaterSmart portal within the next couple of weeks. Mailings and notices on our social media sites will be utilized.
- Finley Avenue Water System Improvements – The funding application for the project will be submitted to the state this week.

- Work will begin on the two projects associated with the Engineering services agreements with McGill for the Water System Interconnect project and the Water System Transmission Main Replacement as soon as possible.
- B. Public Works: Public Works Director Jared Wright reported on the following items:
- The Street Division has recently paved four sections of the Greenway, plus made repairs for existing sections due to pavement buckling from tree roots and low areas ponding water. The repaired areas include the big loop at Powell Road and the section between Powell Road the Soccer Complex.
 - Several removable bollards have been purchased to be used at street crossings on the OVNHT portions of the new greenway.
 - Several street sections have been resurfaced during this Spring's asphalt resurfacing contract. There are 7-8 additional sections to be resurfaced this fiscal year, and these locations include several sections of College Avenue, Virginia Street, and Shasta Lane and Swanson Drive in the Joyceton area.
 - A small streetscape project is being completed downtown. Approximately 70 feet of sidewalk will be replaced near Tybrisa Books that was never addressed during the original streetscape project from the mid 2000's.
 - The right-of-way has been staked on Hospital Avenue for the sidewalk project and property owners have been contacted.
 - Beginning April 1, the Sanitation Division began picking up yard waste on the same day as garbage pickup. All staff are fully trained and Director Wright thanked City Council for their support.
 - Building Maintenance staff recently replaced a section of the deck at the J. E. Broyhill Park and it was noted that this was a large project, with approximately 1,000 boards cut and installed. The project is complete except for the final staining of the boards. Director Wright commended Mike Engstrom and staff for their dedication and hard work.
 - Building Maintenance staff is also currently working on installing the controlled access card entry system at City Hall.
 - A community plaque will be placed at the Fire Department for the Ku King Sculpture donation. He reported that Wendy Dellinger, Cemeteries Division, designed the area for the sculpture plaque placement.
 - A part-time position is needed for the downtown area during business hours to assist with general cleaning, as well as building relationships with business owners to reinforce the City's presence downtown.

IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority conducted an electronic meeting on Thursday, April 8, 2021. Donna Bean, Finance Director, reviewed the minutes of the October 20, 2020.

Director Bean stated in October the LTDA had a fund balance of \$223,172.24 with \$17,651.82 in revenues and \$6,453.56 in expenditures. In addition, Director Bean reviewed the financial report of the April 8, 2021 meeting. The LTDA has a fund balance of \$265,804.52 with \$89,333.63 in revenues and \$35,612.28 in expenditures. The remaining obligations are \$63,550.67.

In addition, Director Bean reported hotel occupancy has increased slightly and mentioned the Main Street Department will utilize some of their billboard funding for wayfinding signage. She shared the board reviewed several funding requests as well.

- B. The Lenoir Business Advisory Board (LBAB): The Lenoir Business Advisory Board (LBAB) did not meet on Thursday, April 8, 2021 due to not having a quorum present. Kaylynn Horn, Economic Development Director, reported the downtown area is experiencing a lot of activity with several buildings being renovated. One building was renovated for five apartments which will be available for lease. One of these apartments will be an AirBNB (Bed & Breakfast). In addition, she reported that Liquid Roots has purchased the former dry cleaners for an expansion. Also, Exela has purchased the property at 1170 West Avenue.

Director Horn reported the Farmers Market will open on Saturday, May 1 and also reported the Blackberry Festival has been cancelled. In addition, she shared that applications are being submitted for the fall such as the Tattoo Festival, etc. Also, Thursday, May 6 is the National Day of Prayer with an event to be held downtown as organized by the Caldwell Baptist Association.

- C. Planning Board: The Planning Board conducted a virtual meeting on Monday, April 26, 2021. Planning Director Jenny Wheelock updated City Council on the following project:

Director Wheelock reported Staff conducted training of chapters 18 and 19 of the 160D ordinance which pertains to streets and subdivisions. This ordinance was adopted by City Council in January 2021. The Planning Board will consider amending these two chapters in order to have them placed in the right section of the code. The Board will present a recommendation in June for City Council to call or a public hearing to consider this request. In addition, Director Wheelock reported that the number of permit applications has increased.

- D. Parks and Recreation Advisory Board: The Parks and Recreation Advisory Board met on Monday, April 19 at 6:00 p.m. at Mulberry Recreation Center. Minutes of the meeting were submitted as information. Recreation Director Kenny Story stated all facilities re-opened on Monday with limited hours and capacity and he hopes all facilities can be fully operational by summer.

Director Story reported the indoor pool at the Aquatic & Fitness Center is open from 6:00 a.m. – 5:00 p.m. for lap swimming and fitness classes. The outdoor pool will open Memorial Day weekend. Staff is not scheduling any birthday parties or other events at this time.

Director Story reported that Katelin Cooke has accepted the position of Athletic Director/Park Manager to oversee J.E. Broyhill Park, T.H. Broyhill Walking Park, Wilson Park, West End Park, the majority of the Greenway, and the Soccer Complex. Ms. Cooke will inspect the parks, as well as prepare budget information, and evaluate ways to improve customer service. (A copy of the job description is attached to these minutes as information.) Ms. Cooke is replacing Doug Main who accepted a position with the Town of Granite Falls. He also reported that Mikayla Gayheart has been promoted to the Senior Aquatics Specialist.

Director Story reported that youth soccer began last week and the girls' softball games began Monday, April 26. He mentioned a number of people are using the Greenway and that Staff has replaced the mulch at four parks.

E. Financial and Administration

1. March Financial Summary: Finance Director Donna Bean reviewed the Financial Summary as of March 31, 2021. The over/under balance in the General Fund is \$3,634,519.03, Downtown District (\$73,619.00), and Water & Sewer Fund \$1,748,396.21. Director Bean reported the City is on target for its goals and stated sales tax revenue has increased by 30% over 2020 collections for the same month last year. Sales tax collections are up 12 ¾% for the year. Also, she stated expenditures have decreased due to recreation facilities being closed during the pandemic. In addition, Director Bean reported the Downtown District and the Water & Sewer Fund are also on target with their budgets.

(A copy of the financial summary is attached to these minutes as information.)

Director Bean stated City Hall opened on Monday, April 26 and reported that Building Maintenance Staff installed an electronic access pad at the side entrance of City Hall, the elevator, and at the stairwell entrance on the first floor for security purposes. Access pads will be installed on each floor soon.

2. Reclassification of Parks and Recreation Position: Based on input from the Parks and Recreation Director, the recommendation is being made to change the position for the Athletic Director to an Athletic Director/Park Manager. This change is being recommended as the duties and responsibilities of this position will be increased and be more in-line with the other manager's positions in the department.

Director Bean explained that Staff evaluated the needs for this position due to having additional sections of the Greenway to manage and needing someone to oversee the remote parks on a daily basis to make sure everything is maintained. The recommendation is for the pay grade to change from grade 22 to a grade 26. Director Bean stated this person will have the same duties and responsibility as the other Center managers.

Director Story further explained the City has several remote parks that currently do not have any staff present. He reiterated this individual will also be able to check the parks daily and submit recommendations for any necessary improvements.

Motion

Upon a motion by Councilmember Willis, Council voted 5 to 0 to approve the job description for the proposed Athlete Director/Park Manager as presented.

Update; COVID Funding

City Manager Hildebran reported Yokefellow has expended \$110,000 in COVID funding (from the City) with \$25,700 for Water & Sewer assistance and \$84,300 for mortgage and rental assistance.

- F. Update; Public Communications: A copy of the March 2021 Communications Report was presented to Council as information.

As information, there were 7 news releases, 45 photos, 2 videos, 147 social posts, 40 notify me requests, 12 questions & answers and 4 e-sign ups. The website experienced 37,847 views and reached 177,545 people via Facebook and Twitter. Also, there were 804 new followers and 848 video views.

V. PUBLIC SAFETY

A. Police Department

1. Update: Police Captain Andy Wilson reported four new officers are currently in training and the Department has two additional openings. Also, the Department is in the process of hiring one officer and another is currently completing the Basic Law Enforcement Training (BLET) at Western Piedmont.

In addition, Captain Wilson shared the Department will consider, depending on status of the pandemic, the possibility of offering a Citizens Canine Academy in the fall.

B. Fire Department

1. Update: Chief Hair presented the Department's 2020 Annual Report. (Refer to the copy of the Annual Report attached to these minutes.) He stated the Department has 58 full-time and 4 part-time employees. He shared their call volume has decreased to the lowest number since 2003. Also, Chief Hair stated their goal is a response time of four (4) minutes from the time of dispatch and noted Staff is working on reducing that number. In addition, he stated there was a 29% decrease in medical calls.

The Department accumulated 15,661 hours for training in-house and 1,703 hours for training away from the Department. He shared that regular training events were cancelled due to COVID. In addition, Chief Hair reported the Department has distributed around 100 smoke alarms and as of Monday, April 26, Staff began to install the alarms in homes for citizens.

Chief Hair further mentioned the parking lots at Station No. 2 and No. 3 need to be paved and the asphalt replaced. In addition, he reported the recent fire at Goodwill was accidental, but the Police Department did make an arrest of a homeless person in this case. Also, the fire at Bernhardt Industries started above the sprinkler system and currently anything that operates using suction is not working.

Chief Hair shared the Department responded to 86 fires in 2020 for a total fire loss of \$193,450. However, he noted out of these fires, the Department saved the property owners an estimated monetary amount of \$23,958,070.

Next, Chief Hair reported the Department has been experiencing major issues with their rescue truck and he will present an update at the May meeting.

VI. OTHER

- A. May Calendar: By consensus of the Council, the calendar for the month of May was approved listing various committee meetings.

VII. Adjourn:

There being no further business; the meeting was adjourned at 9:50 a.m.

Attachments

March Financial Summary

March Communications Report

2020 Annual Report-Fire Department



**City of Lenoir
Financial Summary
As of 3/31/2021**



General Fund					
	2020-2021 Budget	3/31/2021	% of Budget	Change from Previous Year	3/31/2020
Total Revenue	\$ 18,644,570.98	\$ 16,277,573.97	87%	\$ 613,258.16	\$ 15,664,315.81
COVID-19- Revenue	\$ 314,054.98	\$ 314,054.98	100%		
Revenue Net of COVID	\$ 18,330,516.00	\$ 15,963,518.99	87%	\$ 299,203.18	\$ 15,664,315.81
Expenditures	\$ 18,644,570.98	\$ 12,643,054.94	68%	\$ (807,823.16)	\$ 13,450,878.10
COVID-19 Expenditures	\$ 314,054.98	\$ 314,054.98	100%		
Expenditures Net of COVID	\$ 18,330,516.00	\$ 12,328,999.96	67%	\$ (1,121,878.14)	\$ 13,450,878.10
Over/Under Net of COVID	\$ -	\$ 3,634,519.03		\$ 1,421,081.32	\$ 2,213,437.71
Downtown District					
	2020-2021 Budget	3/31/2021	% of Budget	Change from Previous Year	3/31/2020
Total Revenue	\$ 191,938.00	\$ 39,238.90	20%	\$ 19,905.54	\$ 19,333.36
COVID-19- Revenue	\$ 8,200.00	\$ 8,200.00	100%		
Revenue Net of COVID	\$ 183,738.00	\$ 31,038.90	17%	\$ 11,705.54	\$ 19,333.36
Expenditures	\$ 191,938.00	\$ 112,857.90	59%	\$ (40,743.78)	\$ 153,601.68
COVID-19 Expenditures	\$ 8,200.00	\$ 8,200.00	100%		
Expenditures Net of COVID	\$ 183,738.00	\$ 104,657.90	57%	\$ (48,943.78)	\$ 153,601.68
Over/Under Net of COVID	\$ -	\$ (73,619.00)		\$ 60,649.32	\$ (134,268.32)
Water/Sewer Fund					
	2020-2021 Budget	3/31/2021	% of Budget	Change from Previous Year	3/31/2020
Revenues	\$ 8,606,700.00	\$ 7,219,809.35	84%	\$ 121,768.59	\$ 7,098,040.76
COVID-19- Revenue	\$ 25,400.00	\$ 25,400.00	100%		
Revenue Net of COVID	\$ 8,581,300.00	\$ 7,194,409.35	84%	\$ 96,368.59	\$ 7,098,040.76
Expenditures	\$ 8,606,700.00	\$ 5,471,413.14	64%	\$ 105,692.23	\$ 5,365,720.91
COVID-19 Expenditures	\$ 25,400.00	\$ 25,400.00	100%		
Expenditures Net of COVID	\$ 8,581,300.00	\$ 5,446,013.14	63%	\$ 80,292.23	\$ 5,365,720.91
Over/Under Net of COVID	\$ -	\$ 1,748,396.21		\$ 16,076.36	\$ 1,732,319.85

ATHLETICS DIRECTOR/PARKS MANAGER

General Statement of Duties

Plans, coordinates, implements, and supervises various athletic programs and activities for the City's parks and athletic recreation program.

Distinguishing Features of the Class

An employee in this position organizes, coordinates, and supervises all parks and youth sports in softball, baseball, basketball and soccer and coordinates adult sport teams for citizens in the community. Work includes promoting, organizing, recruiting for sponsored activities, training the coaches and officials, organizing and forming teams, scheduling games and practices, coordinating and purchasing uniforms, equipment and supplies, confirming proper supplies and equipment are available for each game, and supervising during games. This individual will also be responsible for handling and resolving problems with coaches, players and parents. Work involves considerable planning and scheduling of activities in addition to contacting participants, coaches and officiating personnel utilizing various forms of communication. Employee develops rules, policies, and other regulations to assure safe, effective and enjoyable programming that maintains public acceptance. Employee will oversee the JE Broyhill Park, TH Broyhill Walking Park, Wilson Park, the majority of the Greenway, West End Park and the Soccer Complex. Overseeing includes inspecting parks, as well as budget information, and evaluation ways to improve customer service. This individual will assist with the planning and project management of long and short-term maintenance projects. The Manager will direct and/or perform maintenance on grounds, buildings and equipment in the parks assigned to this position. The Manager must perform the job functions in accordance with departmental rules and policies and must use sound judgment and discretion in the application and interpretation of programs, game rules, and procedures. Employee is exposed to hazards in the parks and recreation environment including working in both inside and outside environments, in extreme hot and cold weather, and exposure to the hazards of motorized equipment. The duties are performed under the general supervision of the Parks and Recreation Director and are evaluated in terms of program effectiveness, as well as through observation, discussions, and public acceptance/feedback.

Duties and Responsibilities

Essential Duties and Tasks

- Plans, organizes, and promotes team athletic events and leagues for various age groups including such programs as softball, baseball, soccer, and basketball; evaluates programs for participation levels and attainment of program objectives; recommends changes to programs.
- Observes and evaluates athletic events and games for quality of competition, proper use of equipment and facilities, and sportsmanship; develops and enforces rules, policies, and regulations for participant behavior.
- Meets with coaches, officials and/or parents to deal with problem situations and seeks resolution to the problem and/or making and explaining decisions based on the official game rules and department policies and procedures.
- Recruits, trains, supervises, and assures proper payment for a variety of part-time, temporary, and volunteer officials, such as scorekeepers, maintenance, and other staff.
- Organizes youth teams; divides teams equitably; develops game and practice time schedules.
- Conducts organizational meetings for adult leagues.

Athletics Director/Parks Manager
Page 3

- Ability to recruit, train, and supervise temporary, part-time, and volunteer workers and coaches.
- Ability to use sound judgment and to enforce rules and regulations with tact and firmness.
- Ability to express ideas effectively in written and oral forms.
- Ability to deal tactfully, courteously and firmly with the public.
- Ability to establish and maintain effective working relationships with adults, youth, parents, volunteers, peers, schools and other community organization officials and representatives, and superiors.
- Ability to handle numerous details effectively and efficiently with a high degree of accuracy.

Physical Requirements

- Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, fingering, hearing, and repetitive motions.
- Must be able to perform work that requires exerting up to 100 pounds of force occasionally and/or up to 20 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.
- Must possess the visual acuity to prepare and analyze data, to read extensively, to operate a computer and motorized vehicles, and to inspect work of others.

Desirable Education and Experience

- Graduation from a four-year college or university with a degree in recreation administration or closely related degree
- Considerable experience in recreation and athletics, preferably in a municipal setting, or an equivalent combination of education and experience.

Special Requirement

- Possession of a valid North Carolina driver's license.
- Possession of or willingness and ability to obtain CPR certification.

Recommendation

Recommendation: Based on input from the Parks and Recreation Director, the recommendation is being made to change the position for the Athletic Director to a Athletic Director/Park Manager. This changed is being recommended as the duties and responsibilities of this position will be increased and be more inline with the other manager's positions in the department.

To Be Effective 05/1/21

Department	Current Title	Proposed Title	Impact for Current Budget	Recommendation	Current Grade	Proposed Grade
Job Responsibilities -Re-Organized - Change Pay Grade						
Finance Department						
Parks & Rec	Athletic Director	Athletic Director/Park Manager	1,324.09	Re-Organization of duties to assume additional responsibilities in parks management in response to changing needs in the Parks and Recreation Department.	22	

Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2020
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March 2021 Communication Report

By Joshua Harris, Director, Communication & Public Information

4/21/2021

CITY OF **LENOIR**
NC ★ CREATE WITH US

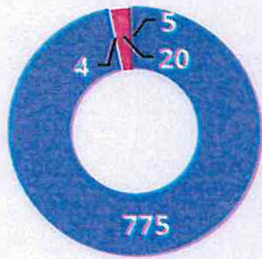
CONTENT CREATION

News Releases	Photos	Videos	Radio Spots	Social Posts	Notify Me	Q&A	eSign
7	45	2		147	40	12	4

PUBLIC ENGAGEMENT

New Followers

804



Facebook
Instagram
Twitter
City Alerts

Social Reach

177,545

Facebook 172,824
Twitter 4,244

Video Views

848

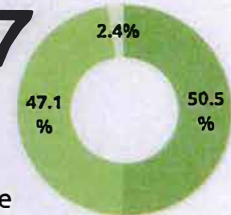
Facebook 794
YouTube 54

Website Views

37,847

Top Pages

- 1 Payment Options
- 2 Water & Sewer Service
- 3 Jobs
- 4 Police
- 5 Garbage Collection
- 6 Parks & Recreation
- 7 LAFC

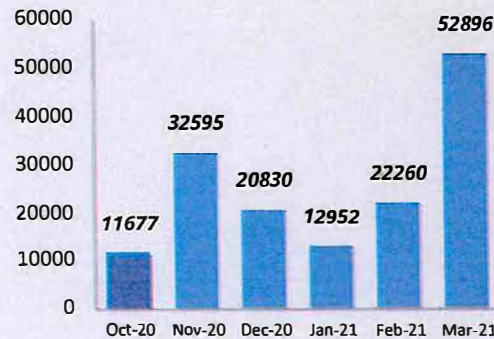


Mobile
Desktop
Tablet

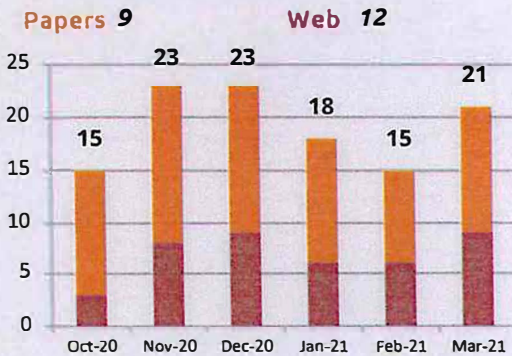
Total Followers



Social Engagement



Media Coverage 21



Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021



Top Facebook

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

Engagements: Reactions, comments, shares, photo/video views, and clicks

Total Facebook Followers

28,816

Last Month 28,041

Gain 775

Minutes-Committee of the Whole Meeting
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City of Lenoir, NC Government
Published by Thomas Harts · March 2 · 100%

Guess what? **Hugobon's Market & Deli** is coming to Lenoir! The company bought the property located at 1095 Military Blvd. where it is excited to be coming to Lenoir and the buzz surrounding that location from the locals has been amazing! **Hugobon's** rep said, "The new building will live like the one down in that spot. It'll have a full drive thru and staff will serve breakfast from 6:30-10:30 am."




89,320
Reach Reached

16,505
Engagements

Boost Post

238 Comments, 176 Shares

	Paid	Organic	Rate
Reach		89,320	
Engagements		18,505	21%
> Comments		358	
> Shares		1,150	

City of Lenoir Police Department
Published by Police Chief · March 2 · 100%

Need Assistance Identifying Vehicle - Driver (corrected)

On Feb. 6, 2021, while making a street camera down, a vehicle (pictured below) was captured on camera striking a building & vehicle. The hit & run occurred at and in the vicinity of the new Lenoir Fire Department Station #3 located at 1615 Wilkesboro Blvd. Lenoir, NC.

If you have any information as to the identity of the driver or possible whereabouts of the vehicle, please contact our office:

Anonymous Crime Stoppers Tip line: 828-756-8200
Investigations Division: 828-757-2115
24/7 Communications Call Center: 828-757-2100
Email: lenoirpolice@gmail.com

Thank you



13,527
People Reached

1,538
Engagements

Boost Post

0 Comments, 207 Shares

	Paid	Organic	Rate
Reach		13,527	
Engagements		1,538	11%
> Comments		8	
> Shares		207	

City of Lenoir Fire Department
Published by Taylor Price · March 6 · 100%

Morganton Blvd is back open, the spill has been mitigated, and all units have cleared the scene.

ATTENTION: Morganton Blvd from 5th Blvd east Complex Street is closed due to a large fuel spill motor vehicle accident. Please avoid the area at all cost.




9,909
People Reached

1,644
Engagements

Boost Post

13 Comments, 67 Shares

	Paid	Organic	Rate
Reach		9,909	
Engagements		1,644	17%
> Comments		13	
> Shares		97	



Top Tweets

Impressions: Times people saw this Tweet on Twitter
Engagements: Times people interacted with this Tweet

Total Twitter Followers

790

Last Month 786 Gain 4



City of Lenoir, NC @CityofLenoir

It looks like @eatdairto has planted their cup in Lenoir! Welcome to the city!
pic.twitter.com/c1kTkqzbP

Impressions	384
Total engagements	34
Media engagements	20
Likes	7
Profile clicks	4
Detail expands	2
Retweets	1



City of Lenoir, NC @CityofLenoir

Contractors have started demolishing the old Rite Aid building on the northwest corner of Smith Crossroads. The property is owned by D-2/DARIO LLC. pic.twitter.com/BYfj887IBs

Impressions	329
Total engagements	22
Media engagements	18
Profile clicks	2
Retweets	1
Detail expands	1



Top Instagram

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

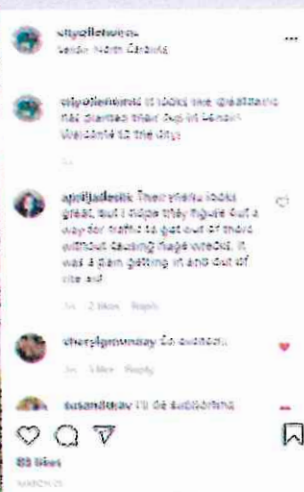
Total Instagram Followers

3,489

Last Month 3,469

Gain 20

Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021

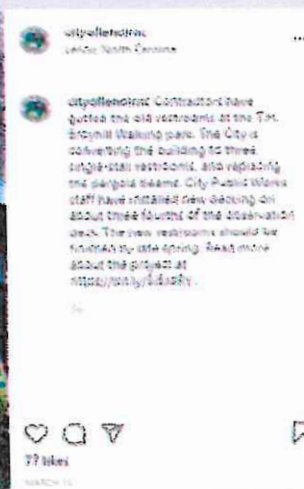


Likes

88

Comments

4



Likes

77

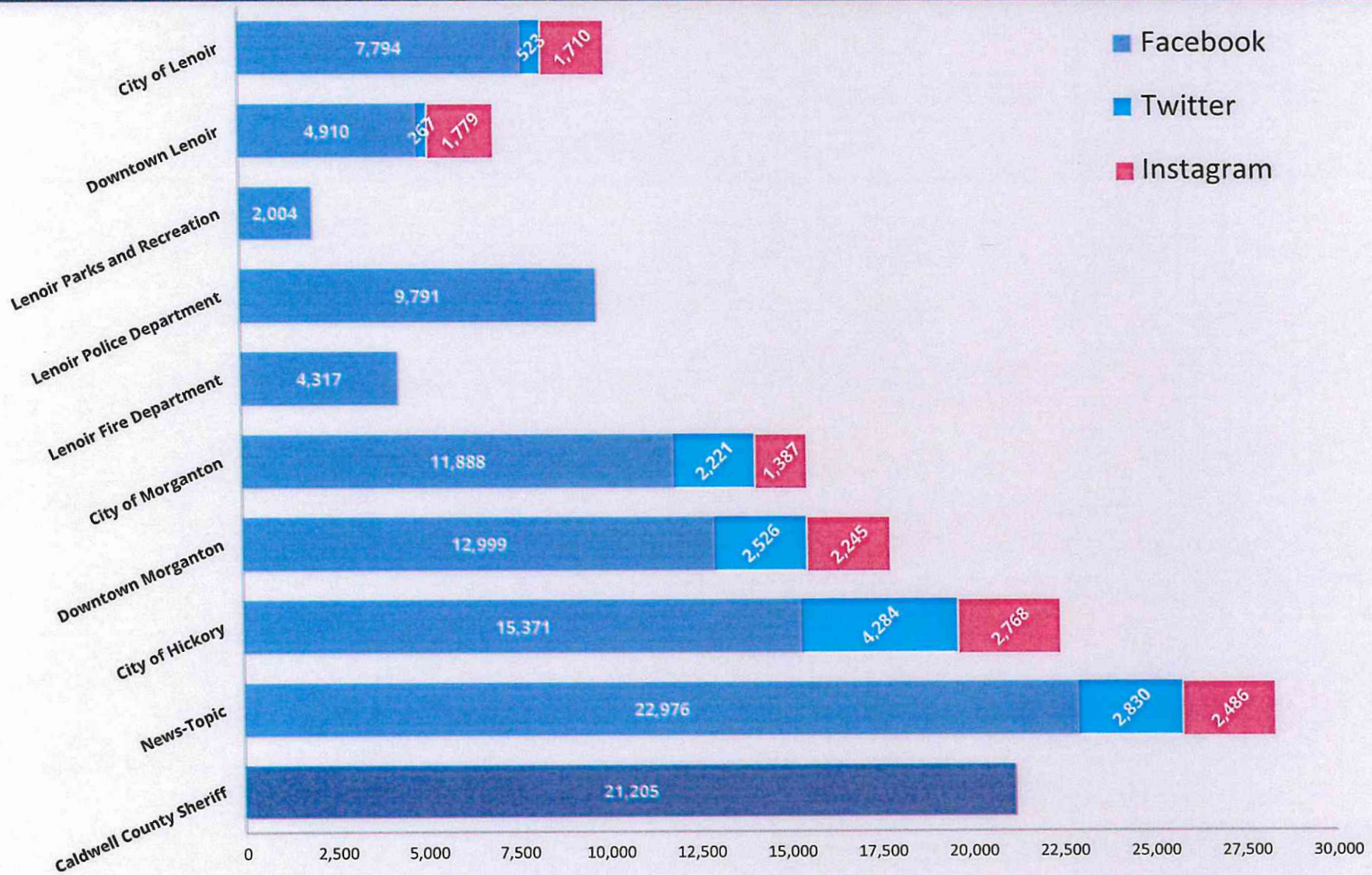
Comments

n/a



Social Comparison

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





Questions and Form Requests

12

Bulk Garbage	99
Garbage Pickup	38
Cart Issue	9
Extra Cart	29
Payment Plan	2
Records Request	
Total Requests	177

I live on Evans St in Lenoir and there is a trailer park at 2422 Evans st that always has trash sitting at curb
If I live outside the city limits, I am in Caldwell County, I do not live in a neighborhood. I am on a 1/2 acre.

Can you please forward an updated email address for accounts payable.

Is magnet fishing allowed at broyhill pond?

I was told by previous owners and neighbors I have city sewer. Now I am being told by appraisers that's not

What can be done about speeding on Maywood Dr? Pets and kids are close to getting hit on this road. Can anything be done?

Our church wanting to do a 5k race and we needed to know who to contact at the city to see what is required to do one.

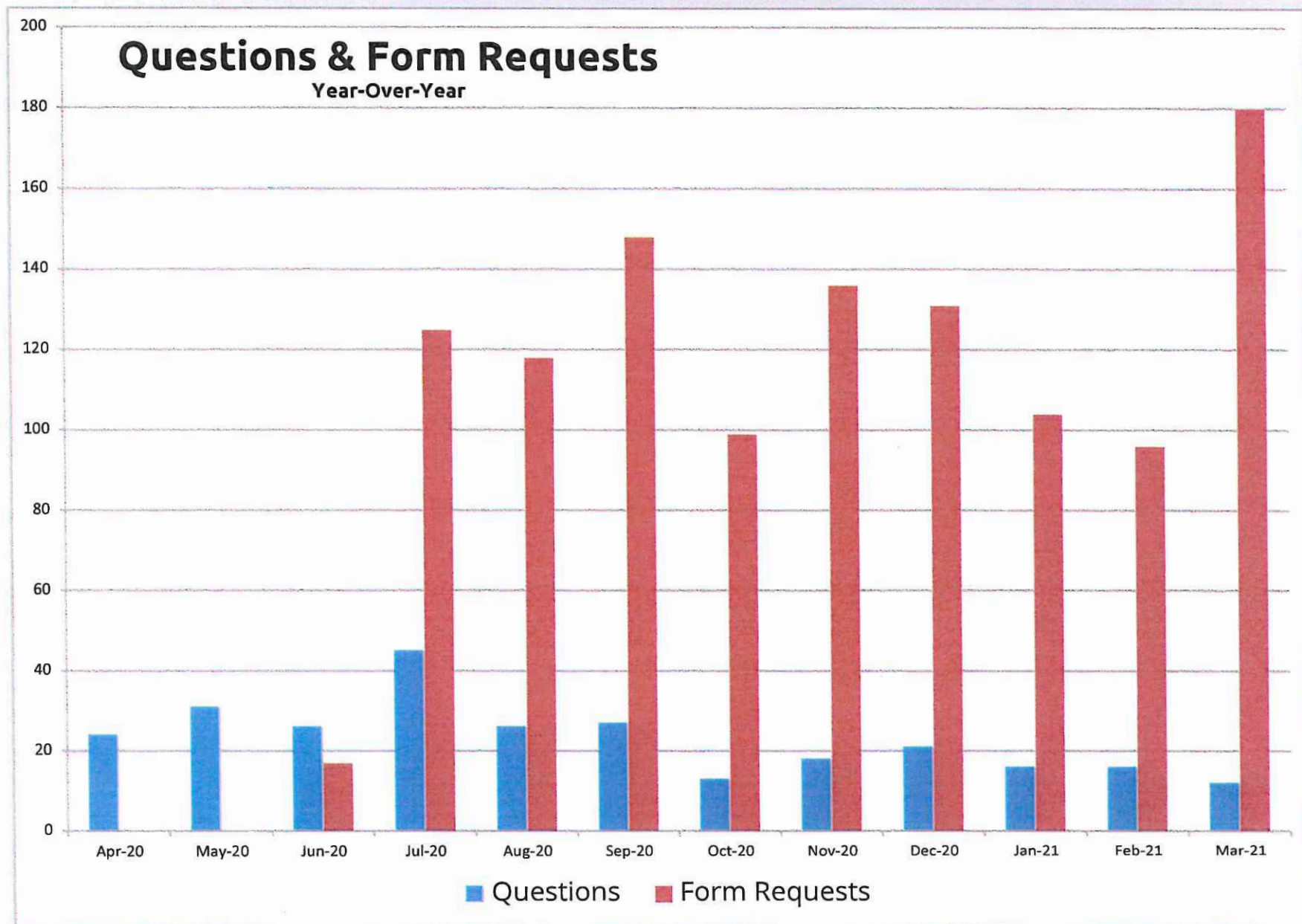
New streetlight is way too bright and offensive and lights up my entire house and yard all night and keeps me awake. Need to have it removed immediately

Has the Office Manager position been filled for the Dept. of Recreation?

My sister lives in The Coves and apparently emergency services does not have the location to find her.

All the NEW Construction is GREAT. My problem is, I have been in Huntington Woods since May 13, 2006 and still cannot get "Cable/Internet/TV/Telephone"

Email about incorrect data on county GIS



2020 Annual Report

Lenoir Fire Department



**143 Years of Service
1877-2020**

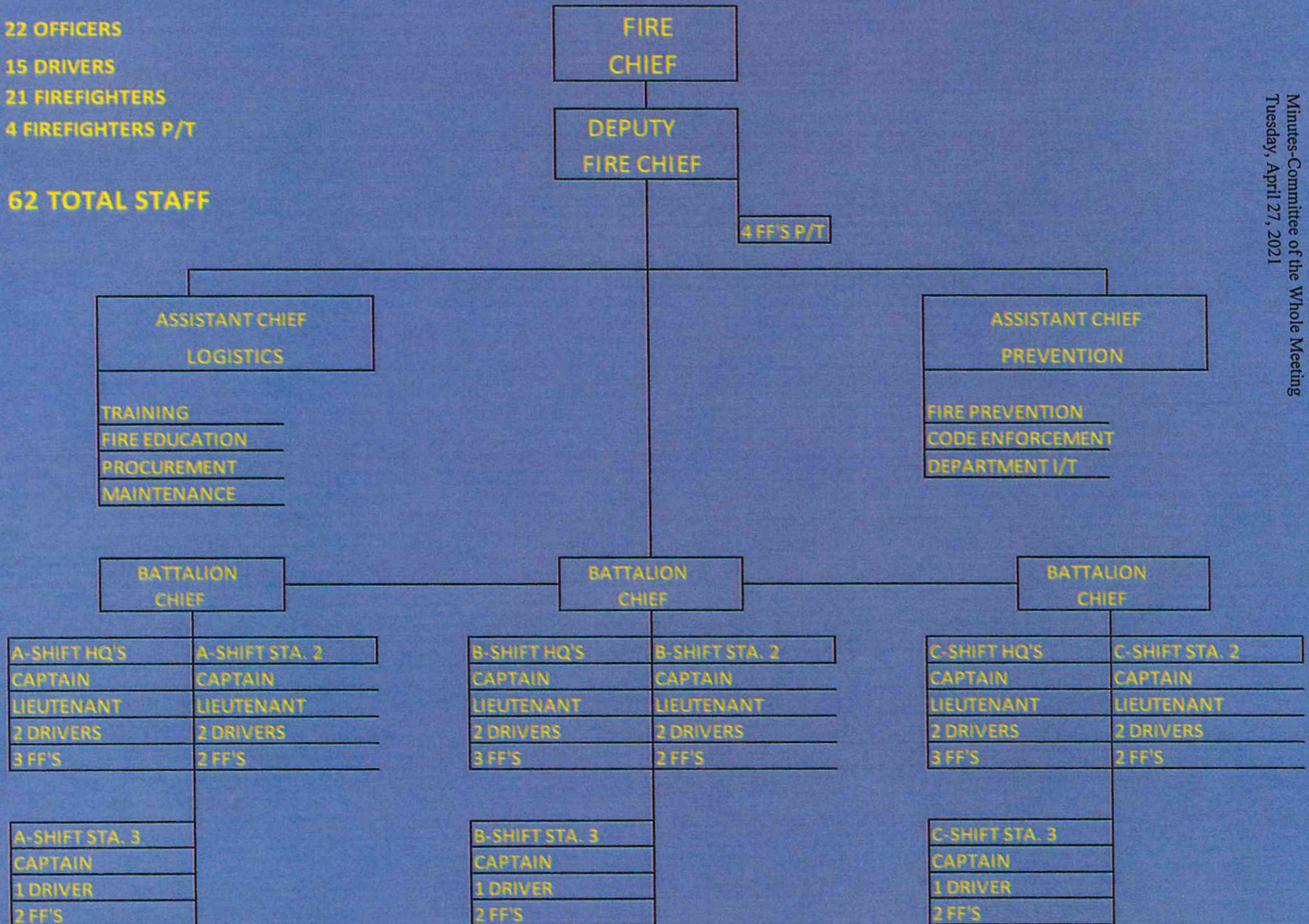
22 OFFICERS

15 DRIVERS

21 FIREFIGHTERS

4 FIREFIGHTERS P/T

62 TOTAL STAFF

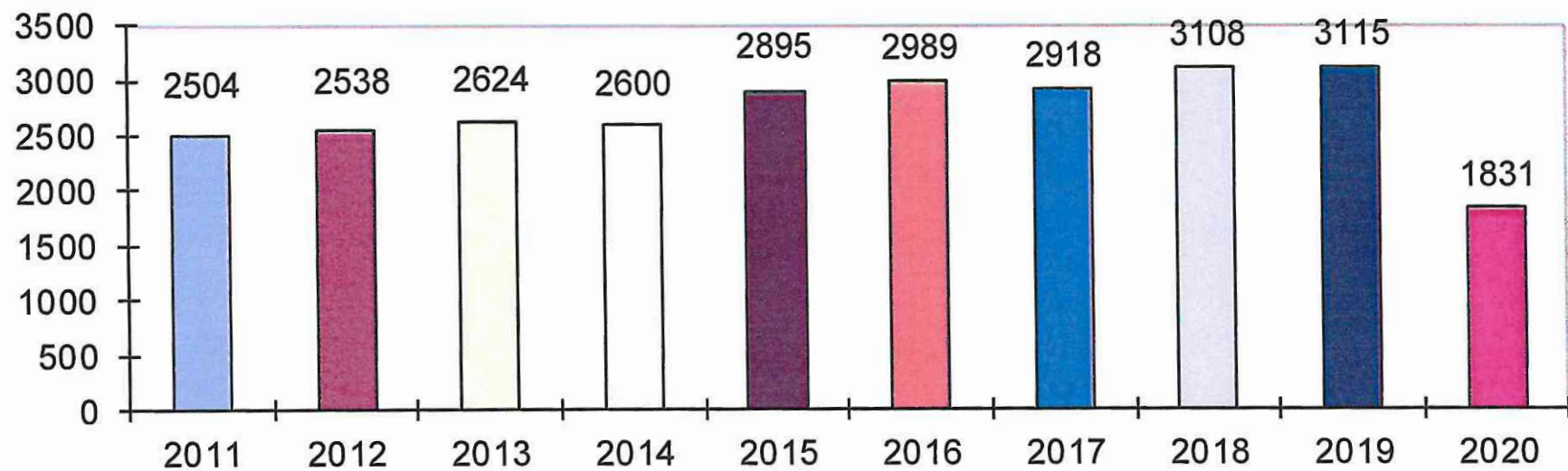


Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021

LENOIR FIRE DEPARTMENT
2020 ANNUAL REPORT
Incident Reports

Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021

TEN YEAR COMPARISON OF INCIDENT CALLS



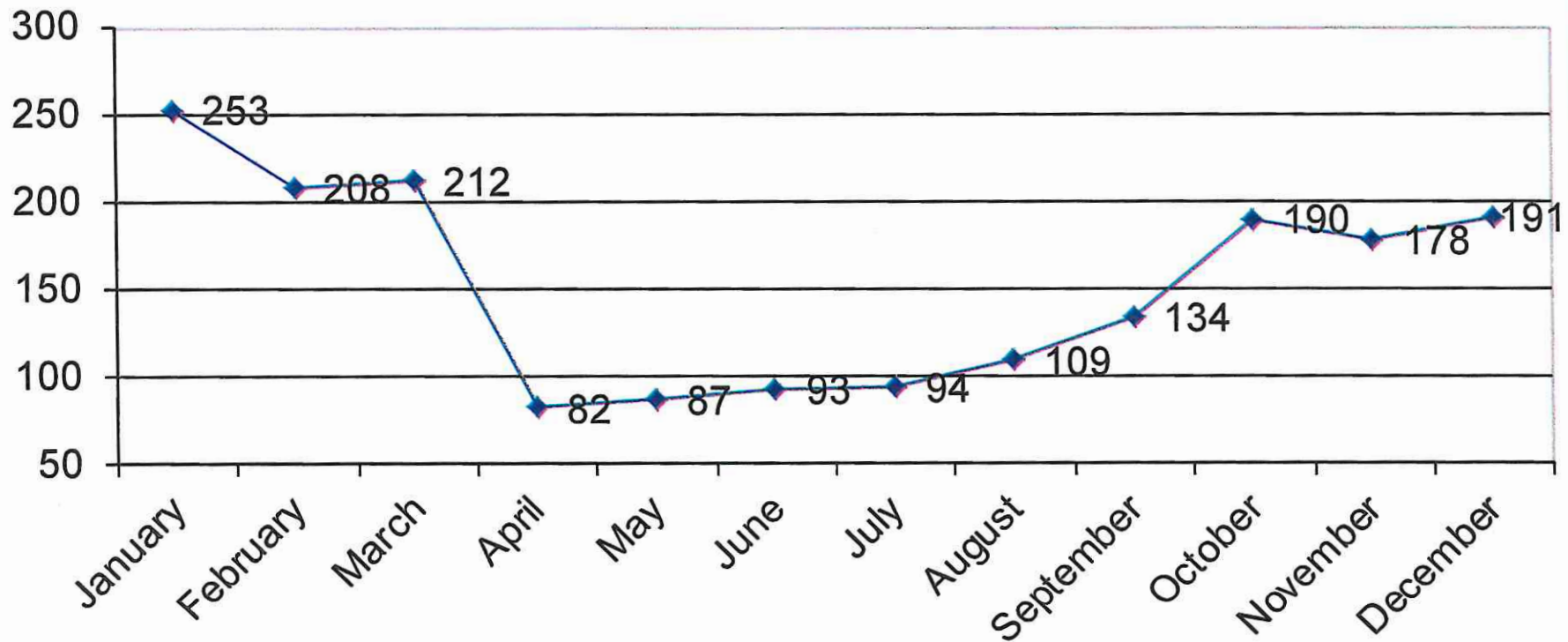
LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Calls per month

Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021

Calls Per Month



LENOIR FIRE DEPARTMENT
2020 ANNUAL REPORT
Responses by Districts

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1,831 Total Calls for Service in 2020

Station #1 – 1,135 Responses, 61.9% of total calls

Station #2 – 470 Responses, 25.7% of total calls

Station #3 – 226 Responses, 12.4% of total calls

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Suppression Report

Minutes-Committee of the Whole Meeting
Tuesday, April 27, 2021

<u>Fires</u>	2020	2019
Building fires	19	27
Vehicle fires	7	11
Brush or grass fires	44	66
Trash or dumpster fires	10	16
Other fires	6	9
Total Fire calls	86	129
<u>False Alarms</u>		
Alarm system sounded, no fire	68	86
Smoke detector activation due to malfunction	158	166
Sprinkler activation due to malfunction	35	43
False alarm, other & Bomb Threats	96	173
Total suppression calls	357	468

Average Response Time for 2020 Calls – 4:00 Minutes

***After we have been dispatched**

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

EMS Calls

	2020	2019
Medical calls	723	1,641
EMS Lift Assistance*	42	75
Assist Invalid*	6	6
10-50 Personal Injury	85	91
10-50 No Personal Injury	119	98
Total Medical Calls	975	1,911



LENOIR FIRE DEPARTMENT
2020 ANNUAL REPORT
Miscellaneous Call Report

	<u>2020</u>	<u>2019</u>
Hazardous Condition/Materials Spills or Leaks	88	84
Public Service Calls	248	347
Rescue Calls	59	96
Cover Assignment/Stand-by	9	80
Severe Weather Calls	9	0
Total Miscellaneous Calls	413	607

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Training

Hours

Total Training In-House

15,661

Total Training Taken Away From Lenoir Fire Department

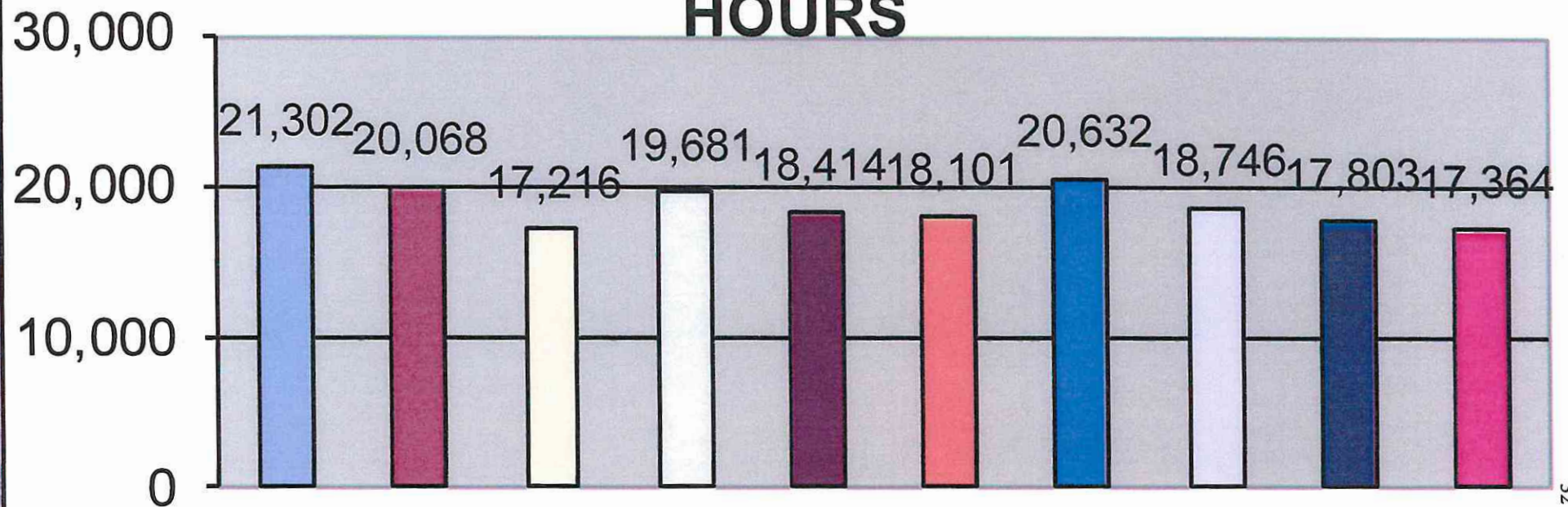
1,703

Total Training for 2019

17,364

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TEN YEAR COMPARISON OF TRAINING HOURS



LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Training, Special Classes Firefighters Attended

- National Fire Academy: Cancelled due to COVID
- Breathing Equipment School (Spring): Two firefighters attended this school
- F.D.I.C.: Cancelled due to COVID
- Mid-winter Fire Chief's Conference: Five Officers attended this conference
- Breathing Equipment School (Fall): Two firefighters attended this school
- NCSFA Conference: Cancelled due to COVID
- NC Fire Prevention School: Cancelled due to COVID
- High Angle Rescue Schools (Spring): Two firefighters attended this school
- High Angle Rescue School (Fall): Cancelled due to COVID
- NC/SC IAAI Conference: Cancelled due to COVID
- UTV (ATV): All 58 firefighters attended this annual in-house training
- Burke, McDowell, Wilkes, and Cleveland County Schools: Cancelled due to COVID

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Fire Prevention and Inspections

Inspections

Occupancy group-A (*Assembly*)

A-1 Assembly with fix setting for Performing arts or motion pictures.	3
A-2 Assembly uses intended for food and drink consumption.	32
A-3 Assembly uses intended for worship.	16
A-4 Assembly uses skating rinks and pools.	1
A-5 Ballfields/Stadium/Bleacher Seating	2

Occupancy Group B (*Business*)

B	96
---	----

Occupancy Group E (*Educational*)

E	36
---	----

Occupancy Group F (*Factory/Industrial*)

F-1 Factory Industrial with moderate-Hazard Occupancy	10
---	----

Occupancy Group H

H-3 Hazardous	2
---------------	---

Occupancy Group I (*Institutional*)

I-1 Building with more than 16 people on a 24 hours basis with disabilities .	2
---	---

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Fire Prevention and Inspections

Occupancy Group I (*Institutional*)

I-2 Structures used for medical, nursing or custodial care on a 24 hour basis	8
I-3 Building and structures which are inhabited by 5 or more under restraints.	1

Occupancy Group M (Mercantile) 37

Occupancy Group R (Residential)

R-1 Boarding house or Hotels	6
R-2 Apartment houses	6
R-3 Other Residential	3
R-4 Assisted Living Facilities	4
Residential Special – (Foster Homes)	12

Occupancy Group U (Tents) 1

S-1 Storage Group 1

Total Inspections 279

LENOIR FIRE DEPARTMENT
2020 ANNUAL REPORT
Fire Prevention and Education

Classes/Presentation	24
Schools	
Number in attendance	433
Day Care	
Number in attendance	168
Senior Center	
Number in attendance	0
Church, Public Housing, etc...	
Number in attendance	152
Smoke Detectors Issued	36
CO Detectors Issued	0

LENOIR FIRE DEPARTMENT

2020 ANNUAL REPORT

Fire Loss vs. Save Report

- Total estimated value of property and contents for 2020 pre-fire responses:
\$24,182,520 (**total value**)
- In 2020, Lenoir Fire Department responded to 86 fires. Of these 104 fires, we had 19 structure fires and 7 vehicle fires, an estimated total monetary fire loss of property and contents equaled to:
\$193,450 (**fire loss**)
- However of these same 104 fires, we were able to show that we potentially saved, of the same property and contents, an estimated monetary total equaled to:
\$23,989,070 (**saved**)

NC FIRE INSURANCE RATING

- In the state of North Carolina there are 1,500 rated fire districts. 365 of these are rated as municipal fire districts. The City of Lenoir is rated as a **Class 3** fire district. The classification scale rates 1 to be the best protected and 9S to be the worst protected. Including all 1,500 fire districts, only 34 cities have a better fire rating than the City of Lenoir.
- What does this mean to our citizens in dollars and cents? If you live in Caldwell County, outside the City of Lenoir in a 9S fire district, and live in a \$100,000.00 home, you will pay approximately \$565.00 a year for homeowners insurance. If you live in the City of Lenoir which has a **Class 3** fire insurance rating and live in a \$100,000.00 home, you will pay approximately \$401.00 a year for home owners insurance. This translates into a savings of approximately \$164.00 each year. If you live in a \$200,000.00 home in the City of Lenoir you will pay approximately \$669.00 a year for home owners insurance, saving approximately \$251.00 each year.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Parking Lot Lease; City of Lenoir and Tye Investments, LLC: Approval of an extension of the lease agreement between the City of Lenoir and Tye Investments, LLC for property located between South Main Street and Mulberry Street which is owned by Tye Investments, LLC. The lease will become effective June 1, 2021 will renew as a yearly lease unless either party terminates it on or before, March 31 of each year.

II. Background Information:

The City has historically leased this property, owned by Tye Investments, LLC and formerly by Ann Koeberling, for public parking. The rental to be paid to Tye Investments, LLC shall be an annual amount equal to the share of the annual ad valorem taxes due to both the City of Lenoir and Caldwell County. Further, the City will maintain the condition of said premises and designate three (3) parking spaces to be marked reserved for the exclusive use of Tye Investments, LLC or its customers.

III. Staff Recommendation:

Recommend Approval of an extension of the lease agreement between the City of Lenoir and Tye Investments, LLC for property located between South Main Street and Mulberry Street which is owned by Tye Investments, LLC.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director:

City Manager:

Drafted by: Timothy J. Rohr, Wilson, Lackey, Rohr & Hall, P.C., 606 College Ave. SW,
Lenoir, NC, 28645

City of Lenoir
North Carolina
Caldwell County

Tye Investments, LLC, Lenoir, North Carolina 28645, hereinafter referred to as “Tye Investments”, and the City of Lenoir, North Carolina a municipal corporation, hereinafter referred to as “City;” both of Caldwell County, North Carolina, enter into this contract of lease as of June 1, 2021.

Subject to the terms and conditions herein set out, Tye Investments hereby leases to the City, and the City hereby accepts as tenant of Tye Investments, a certain lot in Lenoir, Caldwell County, North Carolina, located at the following address: from South Main Street to Mulberry Street, Lenoir, Caldwell County, North Carolina and more specifically described as Tracts One, Two, and Three of the May 15, 2017, deed from Ann Cline Koeberling, widow, to Tye Investments, recorded in the Caldwell County Registry in Book 1918 at pages 2059-2062. See the attached “Exhibit A” of an approximate illustration of the property the parties intend to be the subject of this lease.

The terms and conditions of this lease are follows:

The initial term of this lease begins June 1, 2021, and ends May 31, 2022. Either party may terminate the lease at the expiration of the initial term by giving written notice to the other on or before March 31, 2022. Should neither party terminate the lease, the lease will automatically renew and become an annual lease upon the same terms and conditions contained herein. The parties may in subsequent years renew or cancel the renewed release on the same terms.

The annual rent for the premises is the share of the annual *ad valorem* taxes due to the City of Lenoir and Caldwell County which accrues upon and is attributable to the leased property.

The City accepts the premises in its present condition. The City intends to use the leased premises as a municipal parking lot. The City has exclusive use and control of the leased premises, except that the City will mark three parking spaces as specified by Tye Investments reserved for the use of Tye Investments or its customers. If the premises are destroyed or so damaged by calamity so that the premises cannot within 30 days be rendered fit for use as a parking lot, the City may terminate this lease upon written notification to Tye Investments.

To the extent permitted by North Carolina law, the City will indemnify and hold Tye Investments harmless from claims which third parties may during the term of the lease assert as a result of the City's operation of a parking lot.

In testimony whereof, said parties have hereunto set their hands and seals on this the ____ day of May, 2021.

Tye Investments LLC
By: John G. Tye, Manager

CITY OF LENOIR
By: Joseph L. Gibbons, Mayor

ATTEST:

Shirley Cannon, City Clerk

NORTH CAROLINA
CALDWELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that John G. Tye, Manager of Tye Investments, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day of May, 2021.

My Commission Expires:

NORTH CAROLINA
CALDWELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Shirley Cannon personally appeared before me this day and acknowledged that she is City Clerk for the City of Lenoir, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Joseph L. Gibbons as its Mayor, sealed with its corporate seal and attested by Shirley Cannon as its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of May, 2021.

My Commission Expires:

The foregoing Certifications are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR CALDWELL COUNTY

BY: _____
Deputy/Assistant-Register of Deeds

EXHIBIT A



HC Space to be
relocated to front of lot

"No Parking" along wall

Designate (3)
reserved spaces



Tye Investments Lot Lease



April 26, 2021

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

