



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, AUGUST 17, 2021
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: Irv Eurto, American Legion Post 29, along with Fire Chief Ken Hair and Police Chief Brent Phelps, will honor and recognize Captain Jonathan Wright, as Firefighter of the Year, and Officer Jesse Massey, as Police Officer of the Year, for 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, August 3, 2021 as submitted.
- B. Maintenance and Service Agreement; Joyceton Water Works, Inc. and the City of Lenoir: Staff recommends approval of the proposed Maintenance and Service Agreement including Attachment A with Joyceton Waterworks, Inc. and the City of Lenoir as submitted.

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 ABC Board will meet on Thursday, August 19 at 2:00 p.m.
- 2. The Southern Sundown 4-Miler Race will be held on Saturday, August 21 beginning at 7:00 p.m. in downtown Lenoir.
- 3. The Planning Board has cancelled its meeting of Monday, August 23. The next meeting is scheduled for Monday, September 27 at 5:30 p.m.
- 4. The Committee of the Whole will meet on Tuesday, August 24 at 8:30 a.m. at City Hall, Third Floor.
- 5. The Foothills Regional Airport Authority will meet on Wednesday, August 25 at noon at the Airport facility.
- 6. City offices will be closed on Monday, September 6 in observance of Labor Day.

B. Items for Council Action

1. Bid Award; Roof Replacements/Repairs: Following review of bids received on August 3, 2021 for this contract, Staff recommends awarding the Roof Replacements 2021 Contract to Barger-Ashe Roofing Company. The total contract value for this project will be \$142,950.00 and includes roof replacements and repairs at the Lenoir Aquatic & Fitness Center (LAFC) and the Martin Luther King, Jr. Center (MLK). Refer to the included memorandum which highlights the project budget, Staff's efforts to value engineer the product(s), and considerations for the award recommendation.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Announcements: Mayor Gibbons will announce the following list of individuals for consideration of appointment to the City's Authorities/Boards/Commissions. These individuals will be voted on at the September 7 City Council Meeting.

Lenoir ABC Board

*to be determined

Parks and Recreation Advisory Board

Rick Pierce 2-year term

Lenoir Tourism Development Authority (LTDA)

Jesse Plaster 4-year term

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

**LENOIR CITY COUNCIL
TUESDAY, AUGUST 3, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens and Ben Willis. City Attorney T. J. Rohr, City Manager Scott Hildebran, and City Clerk Shirley Cannon were also present.

ABSENT: Mayor Pro-Tem Crissy Thomas.

Department Directors in attendance were Communications Director Joshua Harris, Fire Chief Ken Hair, Police Chief Brent Phelps, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, Public Works Director Jared Wright and Public Utilities Director Radford Thomas. Carmen Boone, News-Topic was also in attendance.

Finance Director Donna Bean participated in the meeting via Zoom.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.
- B. On behalf of City Council, Mayor Gibbons encouraged everyone to continue to pray for the community and also consider getting the COVID-19 vaccine due to the recent surge of the highly contagious Delta Variant in different areas of the country. Mayor Gibbons further asked everyone to be safe and wear a mask during this time.

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, July 20, 2021 as submitted.
 - 2. FY2020 Tax Collector's Settlement Report and the FY2021 Tax Collection Charge Report as recommended by City Staff. (A copy of these reports is on file in the City Clerk's office.
 - 3. AMI Implementation Project Change Orders Numbers 1-6: Staff recommends City Council approval of Change Orders 1 through 6 as listed on the Council Action form and as recommended by MeterSys for the AMI Implementation Project. (A copy of the change orders are hereby incorporated into these minutes by reference. Refer to pages 295-303.)

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

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

CRUISE-IN: 1. A Cruise-In event will be held on Saturday, August 7 from 3:00 p.m. – 8:00 p.m. in downtown Lenoir.

CITY/COUNTY SERVICES COMMITTEE:

2. The City/County Services Committee will meet on Monday, August 9 at noon.

EDC: 3. The Caldwell County Economic Development Commission will meet on Tuesday, August 10 at 8:00 am.

LENOIR BUSINESS ADVISORY

BOARD: 4. The Lenoir Business Advisory Board will meet on Thursday, August 12 at 6:00 p.m. at City Hall, Third Floor.

SUMMER CONCERT

SERIES: 5. A Summer Concert Series will be held on Friday, August 13 with the band Fracxured playing on the square at 6:30 p.m.

GOSPEL SINGING;

MLK CENTER: 6. A Gospel Singing will be held on Saturday, August 14 at the Martin Luther King, Jr. Center beginning at 6:00 p.m.

PARKS & RECREATION ADVISORY

BOARD: 7. The Parks and Recreation Advisory Board will meet on Monday, August 16 at 6:00 p.m. at the Mulberry Recreation Center.

SOUTHERN SUNDOWN

4-MILER RACE: 8. The Southern Sundown 4-Miler Race will be held on Saturday, August 21 beginning at 7:00 p.m. in downtown Lenoir.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD

ANNOUNCEMENTS:

- A. Mayor Gibbons announced upcoming vacancies on the Lenoir ABC Board and the Lenoir Tourism Development Authority. Individuals will be presented for consideration of approval by City Council for these two Boards at the August 17, City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

1. There being no further business, the meeting was adjourned at 6:12 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

CHANGE ORDER # 1**REVISED**Date: 9/28/20Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019
The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$11,390.40. The details of the Changer Order are below.

Description	Qty	Unit Price	Extended Price
Mi.Net Repeaters	1	\$ 1,714.00	\$ 1,714.00
MVR 160 - 2"	10	\$ 613.44	\$ 6,134.40
Tripod Antenna Mount	1	\$ 3,542.00	\$ 3,542.00
Total			\$ 11,390.40

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

Amount of Original Contract:	<u>\$ 3,656,097.34 pretax</u>
Additions approved to date:	<u>\$</u>
Deductions approved to date:	<u>\$</u>
Contract amount to date:	<u>\$ 3,656,097.34 pretax</u>
Amount of this Change Order (Add):	<u>\$ 11,390.40 pretax</u>
Revised Contract Amount:	<u>\$ 3,667,487.74 pretax</u>

Approved: City of Lenoir, NCApproved: Mueller SystemsBy: *Scott Hildebrand*
OwnerBy: *Alexander Zafra*
ContractorPrinted Name: Scott HildebrandPrinted Name: Alexander ZafraTitle: City ManagerTitle: Project Manager

Metersys Change Orders			
Change Order #1 -Revised			
Description	Qty	Unit Price	Extended Price
Mi.Net Repeaters	1	\$ 1,714.00	\$ 1,714.00
MVR 160 - 2"	10	\$ 613.44	\$ 6,134.40
Tripod Antenna Mount	1	\$ 3,542.00	\$ 3,542.00
Total			\$ 11,390.40
Change Order #2 - Amended			
Description	Qty	Unit Price	Extended Price
Out of Scope Labor Per hour	24	\$ 90.00	\$ 2,160.00
5/8 and 1" non standard install	52	\$ 550.00	\$ 28,600.00
1.5" and 2" non standard install	49	\$ 950.00	\$ 46,550.00
Box Reset	50	\$ 135.00	\$ 6,750.00
2" flange kits	30	\$ 180.00	\$ 5,400.00
Mueller Setter	11	\$ 198.00	\$ 2,178.00
3" fl x pe spool 2'	4	\$ 149.15	\$ 596.60
3" uniflange	4	\$ 35.00	\$ 140.00
3" fl acc kits	8	\$ 8.50	\$ 68.00
4" fl x pe spool 2'	4	\$ 131.26	\$ 525.04
4" uniflange	4	\$ 44.00	\$ 176.00
4" fl acc kits	8	\$ 10.00	\$ 80.00
6" fl x pe spool 2'	8	\$ 197.00	\$ 1,576.00
6" uniflange	8	\$ 47.92	\$ 383.36
6" fl acc kits	16	\$ 13.00	\$ 208.00
8" fl x pe spool 2'	3	\$ 320.00	\$ 960.00
8" uniflange	3	\$ 66.56	\$ 199.68
8" fl acc kits	6	\$ 14.79	\$ 88.74
6 HPP ecoder usg w/25' nicor	2	\$ 155.00	\$ 310.00
1.5 T10 ecoder usg w/6' nicor	2	\$ 140.00	\$ 280.00
Mi.Node Radio with Nicor	26	\$ 76.00	\$ 1,976.00
Mi.Net TTLA Lid Antenna	1312	\$ 12.00	\$ 15,744.00
5/8 x 3/4 RDM with ME8	600	\$ 255.00	\$ 153,000.00
Install 5/8 x 3/4 RDM	600	\$ 48.00	\$ 28,800.00
Total			\$ 296,749.42
Change Order #3			
Description	Qty	Unit Price	Extended Price
1" 452 ME8 with Nicor	-75	\$ 165.00	\$ (12,375.00)
1.5" 562 with Nicor	-100	\$ 312.40	\$ (31,240.00)
2" 572 with Nicor	-50	\$ 365.00	\$ (18,250.00)
Total			\$ (61,865.00)
Change Order #4			
Description	Qty	Unit Price	Extended Price
5/8 x 3/4 RDM with ME8	450	\$ 255.00	\$ 114,750.00
Install 5/8 x 3/4 RDM	450	\$ 48.00	\$ 21,600.00
MVR160 2"	27	\$ 613.44	\$ 16,562.88
Total			\$ 152,912.88

CHANGE ORDER 2(Amendment)Date: 04/22/2021Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645You are hereby directed to make the following change to your contract dated May 31, 2019

The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$296,749.42 (previously \$291,899). The details of the Changer Order are below.

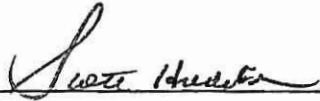
Description	Qty	Unit Price	Extended Price
Out of Scope Labor Per hour	24	\$ 90.00	\$ 2,160.00
5/8 and 1" non standard install	52	\$ 550.00	\$ 28,600.00
1.5" and 2" non standard install	49	\$ 950.00	\$ 46,550.00
Box Reset	50	\$ 135.00	\$ 6,750.00
2" flange kits	30	\$ 180.00	\$ 5,400.00
Mueller Setter	11	\$ 198.00	\$ 2,178.00
3" fl x pe spool 2'	4	\$ 149.15	\$ 596.60
3" uniflange	4	\$ 35.00	\$ 140.00
3" fl acc kits	8	\$ 8.50	\$ 68.00
4" fl x pe spool 2'	4	\$ 131.26	\$ 525.04
4" uniflange	4	\$ 44.00	\$ 176.00
4" fl acc kits	8	\$ 10.00	\$ 80.00
6" fl x pe spool 2'	8	\$ 197.00	\$ 1,576.00
6" uniflange	8	\$ 47.92	\$ 383.36
6" fl acc kits	16	\$ 13.00	\$ 208.00
8" fl x pe spool 2'	3	\$ 320.00	\$ 960.00
8" uniflange	3	\$ 66.56	\$ 199.68
8" fl acc kits	6	\$ 14.79	\$ 88.74
6 HPP Ecoder usg w/25' nicor	2	\$ 155.00	\$ 310.00
1.5 T10 ecoder usg w/6' nicor	2	\$ 140.00	\$ 280.00
Mi.Node Radio with Nicor	26	\$ 76.00	\$ 1,976.00
Mi.Net TTLA Lid Antenna	1312	\$ 12.00	\$ 15,744.00
5/8 x 3/4 RDM with ME8	600	\$ 255.00	\$ 153,000.00
Install 5/8 x 3/4 RDM	600	\$ 48.00	\$ 28,800.00

Tuesday, August 3, 2021
Minutes-City of Lenoir Council Meeting

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

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 11,390.40 (pretax)
Deductions approved to date:	\$ N/A
Contract amount to date:	\$ 3,667,487.74 (pretax)
Amount of this Change Order (Add):	\$ 296,749.42 (pretax) – previously \$291,899
Revised Contract Amount:	\$ 3,964,237.16 (pretax)

Approved By: _____



Owner

Approved By: _____

Contractor

Printed Name: _____

Scott Hildebrand

Printed Name: _____

Title: _____

City Manager

Title: _____

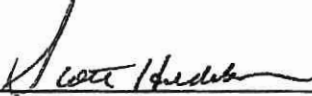
CHANGE ORDER #3 - REVISEDDate: 04/21/2021Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019
The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will decrease the contract sum by \$70,990 (pretax). The details of the Changer Order are below.

Description	Qty	Unit Price	Extended Price
1" 452 ME8 with Nicor	-75	\$ 165.00	\$ (12,375.00)
1.5" 562 with Nicor	-100	\$ 312.40	\$ (31,240.00)
2" 572 with Nicor	-50	\$ 365.00	\$ (18,250.00)

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

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 308,139.82 (pretax)
Deductions approved to date:	\$ N/A
Contract amount to date:	\$ 3,964,237.16 (pretax)
Amount of this Change Order (Add):	\$ (61,865.00) pretax
Revised Contract Amount:	\$ 3,902,372.16 (pretax)

Approved By: 

Owner

Approved By: _____

Contractor

Printed Name: Scott Hildreth

Printed Name: _____

Title: City Manager

Title: _____

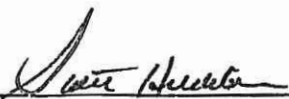
CHANGE ORDER #4 – REVISED TOTALDate: 04/22/2021Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019
The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$152,912.88 (pretax). The details of the Changer Order are below.

Description	Qty	Unit Price	Extended Price
5/8 x 3/4 RDM with ME8	450	\$ 255.00	\$ 114,750.00
Install 5/8 x 3/4 RDM	450	\$ 48.00	\$ 21,600.00
MVR160 2"	27	613.44	\$ 16,562.88

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

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 308,139.82 (pretax)
Deductions approved to date:	\$ (61,865.00) (pretax)
Contract amount to date:	\$ 3,902,372.16 (pretax)
Amount of this Change Order (Add):	\$ 152,912.88 (pretax)
Revised Contract Amount:	\$ 4,055,285.04 (pretax)

Approved By: 

Owner

Approved By: _____

Contractor

Printed Name: Scott Hildreth

Printed Name: _____

Title: City Manager

Title: _____

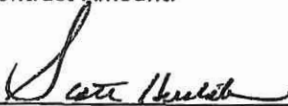
CHANGE ORDER #5Date: 07/14/2021Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019
The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$ 60,347.48 (pretax). The details of the Change Order are below.

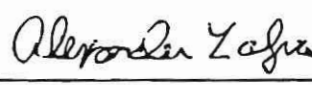
Description	Qty	Unit Price	Extended Price
2" 572 with Nicor	5	\$ 365.00	\$ 1,825.00
MVR 160 (2")	42	\$ 613.44	\$ 25,764.48
MVR350 - 3"	19	\$ 912.00	\$ 17,328.00
MVR650 - 4"	5	\$ 1,226.00	\$ 6,130.00
Parts for 2" MVR (estimated cost)	42	\$ 200.00	\$ 8,400.00
1" Setters (estimated cost)	3	\$ 300.00	\$ 900.00

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

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 461,052.70 (pretax)
Deductions approved to date:	\$ (61,865.00) (pretax)
Contract amount to date:	\$ 4,055,285.04 (pretax)
Amount of this Change Order (Add):	\$ 60,347.48 (pretax)
Revised Contract Amount:	\$ 4,115,632.52 (pretax)

Approved By: 

Owner

Approved By: 

Contractor

Printed Name: Scott HendersonPrinted Name: Alexander ZafraTitle: City ManagerTitle: Project Manager

Change Order #5			
Description	Qty	Unit Price	Extended Price
2" 572 with Nicor	5	\$ 365.00	\$ 1,825.00
MVR 160 (2")	42	\$ 613.44	\$ 25,764.48
MVR350 - 3"	19	\$ 912.00	\$ 17,328.00
MVR650 - 4"	5	\$ 1,226.00	\$ 6,130.00
Parts for 2" MVR (estimated cost)	42	\$ 200.00	\$ 8,400.00
1" Setters (estimated cost)	3	\$ 300.00	\$ 900.00
Total			\$ 60,347.48
Change Order #6			
Description	Qty	Unit Price	Extended Price
Postcards	7690	\$ 0.40	\$ 3,099.07
3/4" Setters	60	\$ 186.06	\$ 11,163.60
NMT Radio	1	\$ 3,150.00	\$ 3,150.00
Total			\$ 17,412.67
Total Change Orders			\$ 476,947.85
Summary			
Approved Budget			
Original Contract Amount Mueller			\$ 3,656,097.34
Contingency			\$ 395,472.66
Total Budgeted			\$ 4,051,570.00
Budget with Change Orders			
Change Orders			\$ 476,947.85
Original Contract Amount Mueller			\$ 3,656,097.34
New Contract Amount			\$ 4,133,045.19
Difference - Overage			\$ (81,475.19)
Anticipated Savings Due to Meter Needs Changes			
Anticipated Savings from New Meter Returns			\$ (64,000.00)
Anticipated Labor Saving due to Returned Meters			\$ (40,000.00)
Total Anticipated Savings			\$ (104,000.00)
Anticipated Change in Budget Needs - Under Budget			\$ (22,524.81)

CHANGE ORDER #6Date: 07/14, 2021Project: City of Lenoir AMI Implementation ProjectTo: City of Lenoir - 801 West Ave NW, Lenoir, NC 28645

You are hereby directed to make the following change to your contract dated May 31, 2019
The change and the work affected thereby are subject to all contract stipulations and covenants. This Change Order will increase the contract sum by \$ 17,412.67 (pretax). The details of the Change Order are below.

Description	Qty	Unit Price	Extended Price
Postcards	7690	\$ 0.40	\$ 3,099.07
3/4" Setters	60	\$ 186.06	\$ 11,163.60
NMT Radio	1	\$ 3,150.00	\$ 3,150.00

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

Amount of Original Contract:	\$ 3,656,097.34 (pretax)
Additions approved to date:	\$ 521,400.18 (pretax)
Deductions approved to date:	\$ (61,865.00) (pretax)
Contract amount to date:	\$ 4,115,632.52 (pretax)
Amount of this Change Order (Add):	\$ 17,412.67 (pretax)
Revised Contract Amount:	\$ 4,133,045.19 (pretax)

Approved By: [Signature]

Owner

Approved By: Alexander Zafra

Contractor

Printed Name: Scott HildebrandPrinted Name: Alexander ZafraTitle: City ManagerTitle: Mueller Project Manager

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of a Maintenance and Service Agreement Between the City of Lenoir and Joyceton Waterworks, Inc.

Background Information: The City of Lenoir has been selling water to Joyceton Waterworks, Inc. as a wholesale customer under an agreement that was originally established with Joyceton in June of 1969. The City has recently approved a new two-year water sales agreement with Joyceton Waterworks in anticipation of the City of Lenoir acquiring the Joyceton Waterworks potable water distribution system by the end of the new water sales agreement term.

To further facilitate the future acquisition of the system by the City, City staff has been in discussions with Joyceton Waterworks to establish a Maintenance and Service Agreement with Joyceton Waterworks, Inc. This agreement would include the City providing meter reading, billing and collection services to Joyceton Waterworks along with waterline maintenance services as needed during the two-year period of the water sales contract.

Attached for your consideration is a proposed agreement with Joyceton Waterworks, Inc. to establish a Maintenance and Service Agreement for a term that would be effective with the two-year Water Sales Agreement and expire July 19, 2023. The charges and fees for providing these services are included in Attachment A to the Maintenance and Service Agreement. Generally, the charges for the maintenance services are time and materials plus 10%.

- II. Staff Recommendation:** Staff recommends City Council approval of the proposed Maintenance and Service Agreement including Attachment A with Joyceton Waterworks, Inc.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

MAINTENANCE AND SERVICE AGREEMENT

THIS CONTRACT is made and entered into this ____ day of _____, 2021, by and between Joyceton Water Works Inc., a North Carolina corporation, hereinafter referred to as “Joyceton,” and the City of Lenoir, a North Carolina municipal corporation.

WHEREAS, Lenoir and Joyceton have the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and Joyceton; and

WHEREAS, Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Joyceton owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Lenoir and Joyceton are currently operating under an Agreement to Purchase Water that will expire July 19, 2023, unless otherwise extended; and

WHEREAS, Lenoir and Joyceton desire to enter into this Maintenance and Service Agreement whereby Lenoir will provide meter installation, meter reading, billing, and collection services to Joyceton, as well as meter and waterline maintenance services as needed to Joyceton during the period of the Agreement to Purchase Water in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has the capability to provide these services to Joyceton throughout the term of this Agreement without impairing services to the users connected to its water system; and

WHEREAS, Lenoir and Joyceton each has or holds and will continue to have or hold throughout the term of this agreement all appropriate permits necessary to effectuate their respective responsibilities under this Agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This Agreement will commence upon its execution by both parties. Unless earlier terminated in accordance with the terms herein, it will expire when

the Agreement to Purchase Water expires.

2. “Attachment A” to this agreement sets out the maintenance and services Lenoir will provide under this agreement and the corresponding schedule of fees Joyceton will be charged and will pay.

3. Lenoir or Joyceton may terminate this agreement prior to its stated expiration date by in accordance with the terms and conditions set forth below.

A. Lenoir will have the right to terminate this agreement upon any of the following events of default by Joyceton.

1) The failure of Joyceton to perform, or cure within 30 days after written notice of its breach of, any of its covenants, agreements, obligations or duties under this Agreement.

2) The failure of Joyceton to make any payment required under this Agreement within 60 days of its receipt of notice from Lenoir that any such payment is overdue.

B. Joyceton will have the right to terminate this agreement upon the failure of Lenoir to perform, or cure within 30 days after written notice of its breach of, any of its covenants, agreements, obligations or duties under this Agreement.

Upon a default as described above, the aggrieved party will provide written notice to the alleged defaulting party that sets forth in detail the alleged default.

Thereafter, within 30 days of receipt of notice of the alleged default, the parties to this agreement are to meet to attempt to reach a resolution.

4. The meters Lenoir will install under this agreement remain the property of Lenoir. Upon the termination or expiration of this agreement, if Joyceton has not been sold to Lenoir, then Joyceton must elect either to purchase the meters Lenoir has installed or to have Lenoir remove them.

If Joyceton elects to purchase the meters, it will pay Lenoir \$35 per meter. Lenoir will remove the AMI nodes.

If Joyceton elects to have Lenoir remove the meters, Joyceton will in advance pay Lenoir \$50 for each meter removed. In addition, if Joyceton chooses to have Lenoir install a meter, it will in advance pay Lenoir \$25 per meter for Lenoir to replace each meter with a meter provided by Joyceton.

5. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no agreements, representations, or inducements existing between the parties relating to this transaction which are not

expressly set forth herein. This agreement may not be modified except by written agreement signed by both parties to this agreement. Neither party may sell, convey, or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.

6. Nothing contained herein is to be construed to place the parties in the relationship of partners or joint venturers, and neither party will have the power to obligate or bind the other party in any manner whatsoever. This Agreement does not establish a joint agency under Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.

7. Joyceton will maintain appropriate general liability insurance coverage in the amount of at least \$1,000,000.00 during the term of this agreement and will provide proof of such insurance coverage upon Lenoir's request. Joyceton will hold Lenoir harmless for any occurrence resulting from the work performed under this agreement according to generally accepted industry practices.

8. Joyceton will continue to be responsible for compliance monitoring and reporting required by the North Carolina Department of Environmental Quality or the US Environmental Protection Agency.

9. No written waiver by any party to this agreement at any time of any breach of any provision of this agreement may be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision.

10. This agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

11. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

JOYCETON WATER WORKS, INC.
By: _____, Owner

ATTEST:

_____, Secretary

CITY OF LENOIR
By: Joseph L. Gibbons, Mayor

ATTEST:

Shirley Cannon, City Clerk

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

By: _____
Donna Bean, Finance Officer

Approved as to form:

By: _____
Timothy J. Rohr, City Attorney
City of Lenoir, North Carolina

By: _____
_____, Attorney
Joyceton Water Works Inc.

Attachment A
to MAINTENANCE AND SERVICE AGREEMENT between Joyceton
Water Works, Inc. and the City of Lenoir

Billing and Collection Services

1. Joyceton will provide the City of Lenoir Billing and Collections department with customer addresses and relevant customer data to facilitate establishing accounts and billing cycles for Joyceton's customers.
2. After the effective date of this agreement and during its term, Joyceton will direct customers to the City of Lenoir Billing and Collection office located in the Lenoir City Hall to establish new accounts or make changes to existing accounts.
3. Meters will be read remotely through the AMI network and a bill will be created and mailed to the customer address on a monthly basis. Customers that are also City of Lenoir sewer customers will also be billed for sewer service charges (if applicable) and City of Lenoir sanitation fees (if applicable) on the monthly bill. City of Lenoir due-date and late-fee policies will be applicable when considering discontinuation of service for late payments or non-payment or reconnection of service after disconnection.
4. Lenoir will issue a monthly payment to Joyceton Waterworks for the water service revenues collected less any fees for postage and handling and for maintenance, billing, and collection services.

Maintenance Services

1. Lenoir maintenance staff will supply and replace all 5/8 x 3/4 inch residential meters and up to 2-inch commercial meters with AMI-compatible meters. The meters will remain the property of Lenoir.
2. Routine maintenance will be provided on a per-job basis. Joyceton will contact the Collection and Distribution Department for the City of Lenoir to schedule routine maintenance items such as water-leak repair, meter change-outs, new water taps, repairing or patching road cuts, and water-line flushing. Lenoir will not provide maintenance services for Joyceton's water tanks or fire service system and they are excluded from this agreement. The City of Lenoir will generate a work order for the service provided.
3. The City of Lenoir Utilities Department staff will perform services during regular business hours, Monday through Friday 7:30 AM to 4:00 PM, and will not subject to regular "on-call" response after hours. Exceptions may be arranged, but only prior to work being performed. After-hours cut-off or cut-on of water service is subject to the applicable City of Lenoir fees to perform this service plus time for the on-call staff to respond and will be billed to Joyceton.

Billing and Collection Service Fees

1. Billing and Collection Service - \$1.00 per bill generated for reading, printing, postage and collection service. Charged to Joyceton.
2. Late Fee - \$10.00 month. Charged to the customer.
3. Reconnect Fee (for Non-payment) - \$25.00. Charged to the customer.

Maintenance Services

1. Charges for maintenance services will be provided on a time and materials basis per job plus 10%, charged to Joyceton.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Recommendation for Award: Roof Replacements – 2021 Contract

II. Background Information:

Public Works and Parks and Recreation Department staff assembled a bid package for roof replacements and repairs at two (2) City facilities. The locations included the Lenoir Aquatics and Fitness Center (LAFC) and the Martin Luther King Recreation Center (MLK). Bid packages were provided to contractors on an invitation-only basis (formal advertising and solicitation of sealed bids was not required due to the total dollar value of the project not exceeding the formal bidding threshold). Four (4) contractors expressed interest and were provided bidding documents. A total of two (2) bids were received. A bid tabulation has been included for review.

III. Staff Recommendation:

Following review of bids received for this contract, staff recommends awarding the Roof Replacements - 2021 contract to Barger-Ashe Roofing Company. The total contract value for this project will be \$142,950.00. Please refer to the included memorandum which highlights the project budget, staff efforts to value engineer the project(s), and considerations for the award recommendation.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____



City of Lenoir
Public Works Department



DEPARTMENT MEMORANDUM

DATE: August 10, 2021

Mr. Scott Hildebran, City Manager
Ms. Donna Bean, Finance Director

RE: Bid Summary, Roof Replacements – 2021

The Parks and Recreation Department received bids for the *Roof Replacements – 2021* project on August 03, 2021. This was an invitation-only bid, as project estimates were anticipated to be well below the formal bidding threshold of \$500,000.00. Bid packets were distributed to four (4) roofing contractors, and a total of two (2) actual bids were received. Additionally, two (2) declarations of “No-Bid” were received from contractors that could not faithfully perform the work within the required timeframe.

A bid tabulation is attached for your review. The apparent low bidder was Barger-Ashe Roofing. This bid, however, exceeded the budgeted amount for the roof repairs and/or replacement at the two (2) facilities (LAFC & MLK). After staff review of the bids, the apparent low-bidder was contacted in an attempt to value engineer the project(s) at each facility in an effort to bring the total project costs closer to the budgeted amounts.

LAFC

This portion of the project included a replacement of the *TPO Membrane* roof over the weight room and a replacement of existing asphalt shingles over the indoor pool with a high-temp vapor barrier and corrugated metal. The TPO roof over the weight room is approximately 20+ years old, and the indoor pool roof has numerous leaks that are believed to be caused by exposure to intense humidity associated with pool treatment practices.

In discussions with the low bidder, staff proposed replacing existing shingles with like material. A decision was made to avoid this proposal due to fear of continuing to experience the same issues (premature degradation of fasteners, interior exposure to pool humidity).

MLK

This portion of the project included a replacement of existing metal roofing and a replacement of existing TPO Membrane roofing in areas of the facility where leaks have been prevalent over the past several years. The facility has sustained significant damage due to roof leaks, and currently the gymnasium floor is compromised on the southern end of the playing surface.

During an on-site meeting with the low-bidder, in lieu of full roof replacements in each of these areas, a more focused leak repair scope was presented. The contractor suggested removing a portion of the

existing metal (in and adjacent to the repair area) to investigate roofing seams and joint construction methods. The investigation did not reveal deficiencies in prior construction, therefore simple spot-repairs may not be suitable for this portion of the facility.

There may be future opportunities for spot-repairs in the existing membrane roof of the western side of the building, specifically near a large rooftop HVAC unit, but at this time a fully revised scope in this area has not been explored.

Recommendation

To summarize the procurement process to date, the City received bids in accordance with applicable public contracting statutes on August 03, 2021. Four bid packets were distributed, and two (2) bids and two (2) letters of decline were received. The apparent low bid of **\$142,950.00** (both facilities) exceeded the project budget of **\$113,000.00** (total includes other minor, planned repairs). Staff met with the contractor to discuss options for value-engineering to reduce project costs, but given the material needs and existing conditions at each location, there were no opportunities to revise the project scope or construction materials/methods to decrease costs.

After meeting with the contractor and discussing the facility needs with Finance Director, Donna Bean, and City Manager, Scott Hildebran, we recommend awarding the project to the lowest, responsive, responsible bidder: Barger-Ashe Roofing. We feel that further delay of performing these repairs will result in continued degradation of each facility, which will also increase those repair costs after completion of the roof repairs.

Additionally, given the volatility of the construction market, we are not confident that delaying the project for a number of months will result in pricing more in-line with the budgeted amounts. Delaying award and re-advertising the project at a later date could reflect a pricing increase.

Respectfully submitted,

City of Lenoir
Public Works Department



JARED WRIGHT
Public Works Director

cc: Kenny Story, Parks and Recreation Director

Attachments: Bid tabulation, project location and scope maps



BID TAB

**Bid Results
Roof Replacements - 2021
City of Lenoir
August 03, 2021**

Contractor	Lenoir Aquatics and Fitness Center	Martin Luther King Recreation Center	TOTAL BID
Barger-Ashe Roofing	\$123,350.00	\$19,600.00	\$142,950.00
MBA Roofing	\$158,058.29	\$35,350.00	\$193,408.29
Conover Construction & Roofing	-	-	NO BID
Statesville Roofing	-	-	NO BID

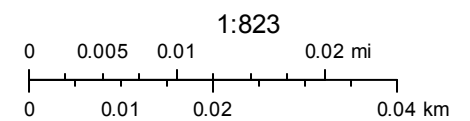
LAFC - Membrane

Replace existing membrane
with new 60mil. membrane.
Approx. 8,800 sq. ft.



July 8, 2021

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



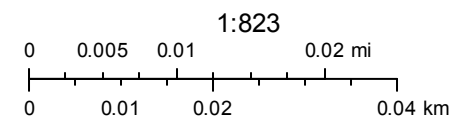
LAFC - Replace Shingle with Metal

Remove a single layer of asphalt shingles and replace with 24ga. metal (owner to select color).
Approx. 9,875 sq. ft.



July 8, 2021

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

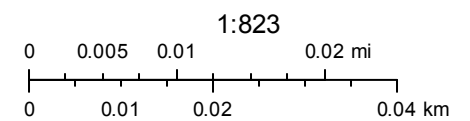


MLK - Membrane



July 8, 2021

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

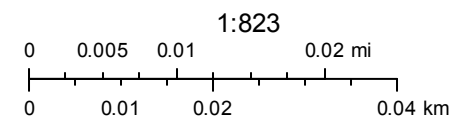


MLK - Metal



July 8, 2021

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



Board Appointment List

Lenoir ABC Board

*to be determined

Parks and Recreation Advisory Board

Rick Pierce 2-year term

Lenoir Tourism Development Authority (LTDA)

Jesse Plaster 4-year term