

**LENOIR CITY COUNCIL
TUESDAY, AUGUST 17, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Todd Perdue, Ike Perkins, David Stevens and Ben Willis. City Attorney T. J. Rohr and City Manager Scott Hildebran were also present.

ZOOM: Councilmember Ralph Prestwood participated via Zoom along with Finance Director Donna Bean and City Clerk Shirley Cannon.

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.

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.

**SYMPATHY
EXTENDED:**

B. On behalf of City Council, Mayor Gibbons extended sympathy to Fire Chief Ken Hair on the recent loss of his father, Kenneth Hair. Mayor Gibbons asked everyone to keep the family in their thoughts and prayers.

Mayor Gibbons also expressed sympathy to the family of Thomas Robbins who was retired from the Fire Department.

RIBBON CUTTING; T.H. BROYHILL

WALKING PARK: C. Mayor Gibbons shared a ribbon cutting and tour of the new restroom facilities and renovations was held today at the T.H. Broyhill Walking Park. Mayor Gibbons, Shelia Triplett-Brady, Broyhill Foundation, Councilmember David Stevens, City Manager Scott Hildebran, Recreation Director Kenny Story, Public Works Director Jared Wright, Fire Chief Ken Hair and Police Chief Brent Phelps all attended the event.

On behalf of City Council, Mayor Gibbons commended the Broyhill Family Foundation for their \$100,000.00 donation to replace the flooring on the observation deck and to convert the park restrooms into three single units. Mayor Gibbons also commended Recreation Director Kenny Story and Staff for all their hard work regarding this project.

**SPECIAL RECOGNITION; AMERICAN LEGION FIREFIGHTER
& POLICE OFFICER OF THE YEAR:**

C. Irv Eurto, Commander, American Legion Post 29, along with Fire Chief Ken Hair and Police Chief Brent Phelps, honored and recognized Captain Jonathan Wright, as Firefighter of the Year and Officer Jesse Massey, as Police Officer of the Year, for the City of Lenoir.

Mr. Eurto thanked City Council and stated the American Legion sponsors this annual event. He explained the Fire and Police Departments also choose a committee to oversee the selection process. Mr. Eurto also commended all the firefighters and police officers for their service to the community.

Fire Chief Ken Hair said the Department selected Captain Jonathan Wright for the American Legion Firefighter of the Year award because he is a well-rounded Firefighter and Officer as well as a well-rounded person. Chief Hair further commented that Captain Wright is highly respected in the department and has earned this recognition because he gives his all as a firefighter and is simply a great leader and role model for our staff.

In addition, Chief Hair reported Captain Wright contracts with Caldwell Community College to help train new firefighters. Also, he uses his skills in carpentry and HVAC repair to help both the Fire Department and City of Lenoir save money by repairing the HVAC systems. Chief Hair stated Captain Wright is well-deserving of this award because of his commitment to the Lenoir Fire Department during his 18 years of service along with his commitment to the community.

Police Chief Brent Phelps stated Officer Jesse Massey was hired in July 2019 and became a Patrol Officer in January 2020. She was promoted to Police Officer 2 in December 2020. In addition, Officer Massey has completed Field Training Officer school and is currently serving as a Field Training Officer for the Patrol Division less than two years after completing the Basic Law Enforcement Training (B.L.E.T.) program herself.

In addition, Chief Phelps reported Officer Massey has completed the Police Law Institute course plus obtained her Intoxilyzer Certification. Chief Phelps pointed out Officer Massey's achievements, commitment, dedication and eagerness to serve, has made her stand out this year. Chief Phelps further stated Officer Massey is a role model and they expect to see her accomplish great things throughout her career.

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, August 3, 2021 as submitted.
 - 2. 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 Water Works, Inc. and the City of Lenoir as submitted. (A copy of the agreement and Attachment is hereby incorporated into these minutes by reference. Refer to pages 309 – 314.)

Upon a motion by Councilmember Perdue, Council voted 7 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

CARDBOARD/GARBAGE PICKUP; DOWNTOWN AREA:

A. Mr. Kevin Eller, Pour House Restaurant, addressed City Council regarding the issue of waste pickup in the downtown area. Mr. Eller asked Council to consider installing a recycling area in the downtown area to handle the amount of cardboard that all the businesses generate. Mr. Eller pointed out he currently places his waste behind his restaurant and did use the City's rollout garbage containers for his cardboard boxes until he was informed by the City that he wasn't allowed to do that. Mr. Eller emphasized he wants downtown to do well and he is willing to work with Council to come up with a solution to address this problem.

On behalf of City Council, Mayor Gibbons thanked Mr. Eller and stated Council and City Staff would discuss the situation.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

ABC BOARD: 1. The ABC Board will meet on Thursday, August 19 at 2:00 p.m.

SOUTHERN SUNDOWNER

4-MILER RACE: 2. The Southern Sundowner 4-Miler Race will be held on Saturday, August 21 beginning at 7:00 p.m. in downtown Lenoir.

CANCELLED; PLANNING

BOARD: 3. The Planning Board cancelled their meeting on Monday, August 23. The next meeting will be held on Monday, September 27 at 5:30 p.m.

COMMITTEE OF THE

WHOLE: 4. The Committee of the Whole will meet on Tuesday, August 24 at 8:30 a.m. at City Hall, Third Floor.

FOOTHILLS REGIONAL

AIRPORT AUTHORITY:

5. The Foothills Regional Airport Authority will meet on Wednesday, August 25 at noon at the Airport facility.

HOLIDAY

CLOSING: 6. City offices will be closed on Monday, September 6 in observance of Labor Day.

B. ITEMS FOR COUNCIL ACTION

**BID AWARD; ROOF
REPLACEMENTS/REPAIRS:**

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.

A copy of the memorandum and bid tab are hereby incorporated into these minutes by reference. (Refer to pages 315-317.)

City Manager Hildebran stated this project was an invitation-only bid as project estimates were anticipated to be well below the formal bidding threshold of \$500,000. Mr. Hildebran said bid packets were distributed to four (4) roofing contractors, and a total of two (2) actual bids were received. Also, two (2) declarations of "No-Bid" were received from contractors that could not faithfully perform the work within the required timeframe.

Public Works Director Jared Wright also clarified for Council that this project would address the water leak issue at the Aquatic & Fitness Center. Director Wright explained the low bid of \$142,950.00 for both facilities exceeded the project budget of \$113,000.00 which includes other minor, planned repairs.

In addition, Director Wright stated that 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 revised the project scope or construction materials/methods to decrease costs.

Upon a motion by Councilmember Stevens, Council voted 7 to 0 award the Roof Replacements 2021 Contract in the amount of \$142,950.00 to Barger-Ashe Roofing Company as submitted and as recommended by City Staff. The project includes roof replacements and repairs at the Lenoir Aquatic Fitness Center (LAFC) and the Martin Luther King, Jr. Center (MLK).

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD ANNOUNCEMENTS:

- A. Mayor Gibbons announced 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	Jesse Plaster 4-year term

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

1. There being no further business, the meeting was adjourned at 6:38 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

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

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

MAINTENANCE AND SERVICE AGREEMENT

THIS CONTRACT is made and entered into this 1st day of September, 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.

Walter James Hogan, pres.
JOYCETON WATER WORKS, INC.
By: Walter James Hogan, Owner President

ATTEST:

_____, Secretary

Joseph L. Gibbons
CITY OF LENOIR
By: Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon
Shirley M. 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
Donna Bean, Finance Officer

Approved as to form:

By: Timothy J. Rohr
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.