



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, APRIL 5, 2022
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition, Fair Housing Month: On behalf of City Council, Mayor Gibbons will present a proclamation to Ms. Lauren Hart, Catawba Valley Association of Realtors, proclaiming the month of April as "Fair Housing Month" throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Strategic Planning Meeting of Friday, February 11, 2022 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 15, 2022 as submitted.
- C. Budget Amendment: Approval of an FY2021-2022 Budget Amendment in the amount of \$21,742.69 to adjust the allocated funding for the Capital Project Ordinance for the Appalachian Regional Commission (ARC) Grant for the Broyhill Plant Site Redevelopment as submitted.
- D. Closeout; Capital Project Budget Ordinance; ARC Project: Approval of Ordinance #2022-1 to closeout the Appalachian Regional Commission (ARC) Grant for the Broyhill Plant Site Redevelopment as submitted.
- E. Resolution; ADA Policy Statement: Approval of a Resolution to update/adopt an Americans with Disabilities Act (ADA) Policy Statement and Resolution as well as a Grievance Procedure as submitted. Note: The City of Lenoir has contracted with Precision Infrastructure Management to develop an ADA Transition Plan.
- F. Authorizing Resolution; Whitnel Water Transmission Main Replacement Project, Phase I.: Staff recommends approval of an Authorizing Resolution to authorize an application for state loan/grant assistance for the Whitnel Water Main Replacement Project, Phase I, as submitted.
- G. Authorizing Resolution; Lower Creek WWTP Equipment & Concrete Repair Project: Staff recommends approval of Authorizing Resolution to authorize an application for state loan/grant assistance for the Lower Creek Wastewater Treatment Plant Equipment and Concrete Repair Project as submitted.
- H. Renewal of Agreement for Engineering Services; Mattern & Craig, Inc.: Approval of the renewal of an Agreement for Engineering Services, Task Order Edition, with Mattern & Craig, Inc. as submitted. Staff also recommends execution of Task Order No. 1 for Mattern & Craig, Inc. to provide on-call traffic and transportation engineering services in accordance with terms contained in the Master Agreement as submitted.

- I. Meeting Cancellation Request; Committee of the Whole: Approval to cancel the April 26 Committee of the Whole meeting due to the North Carolina League of Municipalities (NCLM) City Vision Conference scheduled for April 26 – 28 in Wilmington, NC. City Council members attending are Mayor Joe Gibbons, Councilmembers Jonathan Beal, Ralph Prestwood, Todd Perdue, Ike Perkins, David Stevens, and City Manager Scott Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

1. April Calendar: The calendar for the month of April will be submitted to Council listing various meetings and events.
2. The City/County Services Committee will meet on Monday, April 11 at noon.
3. The Caldwell County Economic Development Commission (EDC) will meet on Tuesday, April 12 at 8:00 a.m.
4. The Lenoir Tourism Development Authority (LTDA) will meet on Thursday, April 14 at 4:00 p.m.
5. The Lenoir Business Advisory Board will meet in person on Thursday, April 14 at 6:00 p.m. at City Hall, Third Floor.
6. The North Carolina League of Municipalities Essentials of Municipal Government course will be held on April 13 & 14 in Asheville. Attending on behalf of the City is Mayor Joe Gibbons, City Manager Scott Hildebran, and Councilmembers Kent Greer, and Ike Perkins.
7. City offices will be closed on Friday, April 15 in observance of Good Friday.
8. The Parks and Recreation Advisory Board will meet on Monday, April 25 at 6:00 p.m. at Mulberry Recreation Center.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITYATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Appointments; Planning Board: Mayor Gibbons will recommend to City Council that Michael Careccia and Kyle Case be appointed to fill vacant terms on the Lenoir Planning Board which will expire June 2023. These vacancies were announced at the March 15 Council meeting.
- B. Notice of Re-appointment; Foothills Regional Airport Authority: Mayor Gibbons will recommend that Charles Thomas be re-appointed to serve a two-year term on the Foothills Regional Airport Authority, which will expire June 30, 2024. City Council will consider this recommendation at the April 19 meeting.

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
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS, April 11, 2022 marks the 54th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the Catawba Valley Association of Realtors is committed to highlighting the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, supporting programs that will educate the public about the right to equal housing opportunities, and planning partnership efforts with other organizations to help assure every American of their right to fair housing.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby resolve that April 2022, being *Fair Housing Month*, begins a year-long commemoration of the U.S. Fair Housing Law in the City of Lenoir and urge all citizens to wholeheartedly recognize this celebration throughout the year.

Adopted this the 5th day of April, 2022.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



MINUTES

City Council's Virtual Strategic Planning Meeting Friday, February 11, 2022 8:30 A.M.

Facilitator: Anthony Starr, Western Piedmont Council of Government.

Participants were: Mayor Joseph Gibbons, Mayor Pro-Tem Crissy Thomas, Councilmembers Kent Greer, David Stevens, Todd Perdue, Ralph Prestwood, Jonathan Beal, and Ike Perkins.

City Staff Participating were: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Fire Chief Ken Hair, Police Chief Brent Phelps, Economic Development Director Kaylynn Horn, Public Information Officer Joshua Harris, Planning Director Jenny Wheelock, Public Utilities Director Radford Thomas, Public Works Director Jared Wright, and Recreation Director Kenny Story.

Customer Service Team Participants were: Hannah Williams, Chair, and Joshua Harris.

Others in Attendance were: Candace Simmons, Caldwell Free Press. Note: Cady Davis, *News-Topic*, reporter arrived at the meeting later in the day.

Call to Order/Introductions/Opening Remarks

Mayor Gibbons welcomed everyone and called the meeting to order. He stated this retreat is the most important meeting for City Council due to Council establishing their priorities for FY2022-23. Mayor Gibbons also thanked City Staff for all of their hard work during the past two years and for being able to accomplish so many good things during the pandemic.

Mayor Gibbons introduced Anthony Starr, Western Piedmont Council of Governments, and Facilitator of the session. Mr. Starr reviewed the agenda and ground rules for the meeting.

Mr. Starr referred to the current economic situation, but remarked the City of Lenoir continues to keep striving forward. He stated the City will have to use its resources to make tough choices in the future.

Swearing In (Kent Greer)

Mayor Gibbons administered the oath of office of Councilmember to Kent Greer and stated City Council and Staff were looking forward to working with him. Mr. Greer introduced his wife Susan and sons Tyler and Hunter who were also present at the meeting.

A copy of the oath of office is attached to these minutes as Attachment No. 1.

Mayor Gibbons then asked Councilmember Perkins to lead everyone in prayer.

Annual Review of Mission & Vision Statement

Mr. Starr reminded City Council that each budget year they have the opportunity to review the City's Mission Statement and Vision Statement for any changes and/or additions they would like to address.

Following the review and a brief discussion, City Council was in consensus to have the City's Mission Statement or Vision Statement remain the same.

(Copies of both statements are listed below as information.)

Mission Statement & Vision Review

The mission of the City of Lenoir is:

- To serve our citizens and the community by providing a clean, safe, healthy, attractive living and business environment, through the efficient delivery of essential city services in a fiscally responsible and equitable manner.
- To identify, plan and act on opportunities for preserving and improving the quality of life for all of our citizens and the community.

Vision for the City of Lenoir:

- We aspire to be the city of choice for ourselves and future generations- beautiful, clean and safe.

We will achieve our vision through:

- A healthy economy
- Strong businesses
- Vital neighborhoods
- A vibrant downtown
- Extensive recreational and cultural opportunities

We will preserve Lenoir's friendly, small town atmosphere and celebrate the diversity of our people.

We require a city government that is:

- Accessible and engaged with the public
- Accountable
- Efficient and responsive
- Employer of choice
- Forward thinking
- Honest and ethical
- Inclusive and equitable
- Innovative and collaborative
- Transparent
- Fiscally responsible

Customer Service Team Update

Hannah Williams, Chair, presented an overview of the Customer Service Team's 2021 Report. She also reviewed the Team's mission, which is to encourage and equip all City employees to work together to exceed the expectations of our residents, businesses, and visitors, and to motivate our co-workers through support and recognition of a job well done.

Ms. Williams reported the Team continued in their efforts during the year to provide resources to City staff in order to provide "Service beyond Measure" to the citizens of Lenoir. In addition, she reviewed the City's ten (10) customer service keys and shared how the Team held new employee Customer Service Orientation sessions throughout the year. Next, she showed a video the Team

launched in late 2021 as a new training resource for all City employees. In addition, Ms. Williams reported that Joshua Harris, Communications Director, published 12 Team Talk employee newsletters with the help and input of the Customer Service Team.

On behalf of City Council, Mayor Gibbons expressed appreciation to the Customer Service Team for their leadership and training regarding this program and remarked that great things have occurred over the past fifteen (15) years because of the City's Customer Service program and employees taking part in providing "Service beyond Measure."

Next, City Council held a discussion regarding how to more efficiently promote events that are going on in the City along with getting general information out to the public that do not have internet access in the City. Director Harris clarified that he tracks all customer comments. City Manager Hildebran also mentioned that citizens may not know who to call for code enforcement, etc., but that Staff was currently compiling an information list to eliminate customer calls being switched between several individuals. This work order system should be ready in the near future.

State of the City Presentation – City Manager Hildebran

City Manager Hildebran reviewed a power point presentation "2021 Lenoir in Review, Creating Opportunity." Mr. Hildebran reiterated the City has accomplished much during the pandemic and expressed appreciation to all of the Department Directors. He also thanked Joshua Harris for keeping everyone informed via social media.

A copy of the 2021 State of the City Slide Show is attached to these minutes as Attachment No. 2. Please refer to the power point presentation for the full report.

Mr. Hildebran reported the County's average wage grew by 6.7% during 2021 and increased from \$41,147 to \$43,905, which is the second highest in the Unifour area. Also, he stated the Hickory-Lenoir-Morganton metropolitan (HLM) area non-seasonally adjusted unemployment rate for November 2021 was 3.1%, which is a drop from 3.4% that was reported a month earlier. He pointed out the HLM area's November unemployment rate is lower than the state's average rate of 3.9% for the same time period.

Housing Growth (2021)

In May 2019, Staff posted a Residential Ready To Build webpage at www.cityoflenoir.com/readytobuild. The page provides contact information and a map of hundreds of residential lots currently served by utilities and ready to build. Since creating that page, private developers have started construction on many single family homes in subdivisions across the City.

Mr. Hildebran reported that permit applications for single family homes and manufactured homes rose in 2021. Staff permitted 15 detached single-family homes and 12 manufactured homes in 2021 compared to 8 single-family homes and no manufactured homes in 2020.

Mr. Hildebran reported on the following 2021 new single-family & new housing construction:

Parkview: Fall 2021 – Brushy Mountain Builders completed two of 18+ houses in the Parkview subdivision near the corner of Zacks Fork Road and Nuway Circle. The City expanded the greenway from the eastern parking lot at the Soccer Complex south around Parkway and Scarlett Oak Court and north to Sassafra Court. The City plans to widen Ebel Place to improve access to development. Ebel Place connects Sassafra Court to Nuway Circle.

Mr. Hildebran reported Habitat for Humanity is building three new homes on Friendswood Street.

Other subdivisions he mentioned regarding ongoing construction include Summerhill, Powell Park, Georgetown Estates, and Huntington Woods.

Approved Permits

Planning staff reviewed and approved 163 permits in 2021, a 22.5% increase over 2020 (163 v. 133) and a 66% jump over 5 years ago (163 v. 98).

Private Investment/Expansions/Improvements

Mr. Hildebran reviewed a list of private investment/expansions and improvements for City Council which is included in the attachment.

Property Acquisitions and Downtown Property Transfers

Mr. Hildebran reported eight properties in downtown Lenoir changed hands in 2021 and he reviewed the list of new businesses/expansions. The full list is included in the attachment.

General Discussion

Mayor Gibbons referred to the ongoing projects and stated great things are happening in the City. Mr. Starr referred to the American Rescue Plan Act (ARPA) funding received from the federal government that is assisting municipalities and towns and pointed out that good things are happening across the state. City Manager Hildebran also reiterated cost and inflation are several issues the City will have to address moving forward.

Educating the Public (City Accomplishments/Events)

City Manager Hildebran said he was open to suggestions as to how to better educate the public that do not have internet access to the events going on in the City as well as getting general information out regarding accomplishments the City has made over the past year. Currently, Communications Director Joshua Harris posts events/happenings on the City's Facebook page and website. Candace Simmons also mentioned she could help promote City events by including articles in the Caldwell Free Press.

Discussion continued regarding making presentations at churches/organizations and possibly adding narration to the State of the City presentation. Council further talked about the possibility of holding community meetings again.

Review of 2021 Strategic Priorities/Other Areas of Focus

Next, City Manager Hildebran talked briefly about how the economy is currently experiencing record high inflation, but pointed out Staff has been able to accomplish a few things regarding employee compensation which remains Council's number one priority. Mr. Hildebran reported eligible employees that worked full-time during the two-year pandemic received a bonus with the American Rescue Plan Act (ARPA) funding the City received and that employees also received an annual Christmas bonus.

In addition, Mr. Hildebran reported there were signs the housing market is beginning to become a reality. Mr. Hildebran also mentioned the City is seeking ways to fund wayfinding signage and reported the Brownfields Assessment Grant (cleanup) will help make some properties more marketable. He further shared that Staff is working on a number of foreclosures which will help get these properties back on the tax rolls plus Staff is looking at options to address commercial blight.

Next, Mr. Hildebran shared that Wi-Fi is now available at the J. E. Broyhill Walking Park, which was one of Council's priorities in 2021.

Mr. Hildebran reviewed Council's 2021 Budget Priorities as listed below which are prioritized based on Council's votes at that time.

2021 City Council Priorities

1. Continue Efforts to Offer Competitive Compensation and Benefits for Employees
 2. Pursue Market Rate Housing
 - Encourage Affordable Housing Opportunities
 - Implement Branding/Wayfinding Plan
 - Develop Strategies to Address Commercial Blight (city-wide & downtown)
 - Address Major Appearance Issues (city entry corridors)
 - Continue to Fund Street Paving Plan
 - Continue to Fund Water/Sewer Capital Improvements Plan
 - Develop Strategies for Diversity, Equity & Inclusion
 3. Continue to Fund Sidewalks/Greenway/OVT
 - Develop West End Area Neighborhood Plan
 4. Support Code Enforcement (including Strategic Foreclosures)
 - Develop Plan to Address Litter in Community (State, Local Partners)
- Re-Initiate Neighborhood Meetings (once safe to do so)
Encourage Whitnel & West End Area Improvements

Other Areas of Focus:

Employee Recruitment/Retention:

- Increase Employee Engagement
- Incentivize/Reward Efficiencies
- Develop Continuing Customer Service Education

Housing:

- Continue Minimum Housing & Code Enforcement
- Market City-owned Properties to Sell
- Encourage Downtown Living
- Continue to Promote Shovel-ready Residential Subdivisions
- Participate in WPCOG Vacant & Substandard Housing Task Force

Community Beautification:

- Continue Implementation of North Main Area Plan & Fairfield South Plan
- Consider Gateway Enhancements at Smith Crossroads

Healthy Infrastructure:

- Support Technology/Cybersecurity/Digital Services
- Continue to Fund City Facilities/Fleet Plan
- Continue to Fund Stormwater Improvements
- Implement Downtown 2-Way Traffic Plan
- Implement Bike/Ped Plan
- Improve/Implement Public Wi-Fi at City Parks/Facilities

Economic Development:

- Encourage Public/Private Partnerships
- Continue Partnership with Caldwell EDC

Public Engagement:

- Share State of the City Presentations
- Market Quality of Life Amenities
- Schedule Neighborhood Walk-through's
- Develop Strategic/Targeted Communication (multi-lingual)
- Promote Smart City, Online Interaction

Other

- Pursue COVID-related Funding Opportunities to Help Citizens

Code Enforcement/Foreclosures Update

Planning Director Jenny Wheelock and Police Chief Brent Phelps reviewed a power point presentation on Code Enforcement.

A copy of the Code Enforcement Power Point is attached to these minutes as Attachment No. 3.

Chief Phelps reported that Planning and Police have worked together for eight years to cover code enforcement and have a great partnership, but Staff has to maintain a balance and look at short-term goals as well as long-term goals.

Chief Phelps stated Council increased funding for abatements/cleanups several years ago and made this issue a priority. He pointed out abatement is a process and remarked property owners may be cited with criminal charges or their property may be seized if they do not bring it into compliance within an allotted time frame. Chief Phelps also referred to junk vehicles and said the Department is currently working on having vehicles removed from a site. Staff's goal is to have owner abatement first before the City takes any action.

Much discussion centered on dilapidated areas and how to encourage citizens to clean up and maintain their properties. Director Wheelock said Staff is currently looking at eight or nine dilapidated homes in the Finley Avenue area for possible foreclosures and explained that sometimes there are a number of heirs involved with a property, which creates issues with moving forward. Chief Phelps emphasized Staff was doing their job regarding enforcement and more work was being done that was known.

Compensation Review & Discussion

Finance Director Donna Bean reviewed compensation and benefits of City employees with City Council. Ms. Bean reminded Council that efforts to offer competitive compensation and benefits for employees has been the top priority for Council for many years. Ms. Bean reported that COLAs, holiday bonuses and additional leave have allowed the City to make progress toward offering competitive wages. In addition, Ms. Bean commented the current labor market is very challenging and employers are facing the tightest labor market in recent history amid rising inflation.

A copy of the Compensation and Benefits review is attached to these minutes as Attachment No. 4.

Director Bean shared reported increases for the 2022-23 budget are as follows:

- Retirement costs
- Health insurance
- Property and liability insurance
- Operating costs vs past two years due to closures from pandemic
- Fuel costs
- Impact of inflation on all costs

Next, Director Bean reviewed a list of recommendations and cost regarding compensation as follows:

- Increase the minimum salary City-wide for current full-time employees to \$30,000 July 1
- Increase the minimum salary for Patrol Officers with no experience to \$41,000
- 7% increase for positions below the beginning/average salary – ½ in July & ½ in January
- 4.5% increase for all other employees – ½ in July & ½ in January

- Begin hiring at the minimum rate rather than the hiring rate
- Other increases will be applied to the minimum salary if the employee has experience, certification(s), an associate's, bachelor's, or master's degree, military experience or is bi-lingual.

Director Bean reiterated she would prefer hiring at the minimum rate rather than the hiring rate. She also reviewed a chart showing the impact of implementing the minimum salary of \$30,000 by Department. In addition, Director Bean stated that, based on preliminary computations, she anticipates that the salary increases can be absorbed into the budget. She further stated these recommendations do not solve the compensation issue, but will make the City much more competitive in salaries and benefits. Director Bean further clarified that Staff will also review the salaries of part-time employees and will try to address the issue of compensation for them as well.

City Council held a brief discussion regarding the above recommendations with all of Council being in agreement of the proposal and that employees are the City's greatest assets and very important to the City.

Grant Funding (City of Lenoir Funding Opportunities)

Finance Director Bean reviewed a list of the City's projects, funding source, description, cost, match (if applicable) and the total amount of the project. A brief discussion was held regarding applying for available grant funding for several of the projects.

A copy of the handout pertaining to grants is attached to these minutes as Attachment No. 5.

Council Priorities

Next, Facilitator Starr asked Council to consider what current/new issues should be added to Council's priorities list. Following much discussion, Council ranked and compiled a list of 2022 City Council Priorities.

A copy of the 2022 City Council Priorities is attached to these minutes as Attachment No. 6.

Facilitator Starr asked Council if they had any closing comments regarding today's session:

Closing Comments

- Ike Perkins – Good information, appreciates and supports all Staff & will continue to support Department Heads. Everyone is doing a great job.
- Crissy Thomas – Agrees with Councilmember Perkins' comments. All Department Heads collaborate and work together (we get things done.)
- Kent Greer – Received a lot of information and looking forward to everything.
- Todd Perdue – Referred to Council's priorities – stated Council lets Department Heads do their jobs. Referred to all the accomplishments and remarked he supports everything.
- Jonathan Beal – City is in a good position. We find grant money and use it wisely. Commended employees and said he feels blessed.
- David Stevens – I am always amazed at our leadership and employees. Thank you for all of your hard work.
- Ralph Prestwood – Appreciates everyone. You give Council a chance for input and then we step back and let Staff get the projects done. Thank you to all Staff.
- Mayor Gibbons – I am so appreciative of the people we have and their creativity. They find ways to get things done and always provide "Service beyond Measure." Thank you for working with us. Mayor Gibbons commended City Manager Hildebran and his great leadership and remarked that

Mr. Hildebran attends all meetings and is involved in everything. He further stated Mr. Hildebran is well known and respected across the state.

City Manager Hildebran thanked Mayor Gibbons and Council for their comments and asked Council to let him know if they have any suggestions for change.

Facilitator Starr thanked everyone for the good meeting and great partnership between the Western Piedmont Council of Governments and the City of Lenoir. He stated City Council and Staff cooperates really well, which yields results.

The next Budget Session will be held at the Committee of the Whole meeting on Tuesday, March 22 at 8:30 a.m. at City Hall, Third Floor.

There being no further business, the meeting was adjourned at 3:00 p.m.

Attachments

1. Oath of Office –Kent Greer
2. State of City 2021 Slide Show
3. Code Enforcement/Foreclosures Program Update
4. Compensation Review Presentation
5. Grant Funding/Projects Review
6. 2022 City Council Priorities

CITY OF LENOIR, NORTH CAROLINA
OATH OF COUNCIL MEMBER

❧ F. Kent Greer ❧

I, **KENT GREER**, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, **KENT GREER**, further swear that I will execute the duties of the office of **COUNCIL MEMBER** for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.


F. KENT GREER

Sworn to and subscribed before me this 11TH day of February, 2022.




Joseph L. Gibbons
Mayor, City of Lenoir

LENOIR IN REVIEW

2021: Creating Opportunity

This is a bullet point list of the slides presented during the City of Lenoir City Council Planning Retreat held Friday, February 11, 2022.

Opening Slides

- Average Private Sector Wage chart
- Unemployment

Industry Expansion

- Craftmaster
- Exela Expansion
- Grand Manor Building Reuse Grant
- Wild Fork Foods

Housing Growth

- Residential Ready To Build, May 2019
- Housing Permits 2021
- West Avenue Apartments, Aug. 2021
- Blue Bell, Depot, Steele Mill
- Blue Bell Apartments, Dec. 2021 (3 Slides)
- Kattz Corner, Feb. 2022 (3 Slides)
- Parkview Subdivision & Greenway, Fall 2021
- Single Family Housing, 2021 (2 Slides)
- Habitat Housing
- Teachery Townhomes, Dec. 2020

Private Investment Opened In 2020

- Planning Permits 2021
- Downtown Property Transfers, 2021
- Tumbleweeds Steak & Tavern, Jan. 2021
- Mi Caretta, Feb. 2021
- Studio 305, Feb. 2021
- Pelican's Snoballs, Spring 2021
- Liquid Roots Expansion, March 2021
- Stewart & Associates, June 2021

- Lenoir Legends, June 2021
- Twisted K's Korral, June 2021
- K&K Sparkle, Aug. 2021
- Golden Cardinal Gallery, Sept. 2021
- Doodlebugs & J Birds, Sept. 2021
- Red Roof Inn, Sept. 2021
- Artem Gallery, Oct. 2021
- Cubesmart, Oct. 2021
- Lenoir Crossing Renovations, Jan. 2022
- Jersey Mike's Subs, Jan. 2022
- Kids World, Jan. 2022

Private Investment On The Way

- WOLF MOON SALT CAVE & STRESS REDUCTION CENTER
- 4440 RANCH & CATTLE COMPANY
- HWY 55 BURGERS SHAKES & FRIES
- MAVIS DISCOUNT TIRE
- POPEYES LOUISIANA KITCHEN
- DODGE CITY STEAKHOUSE
- NEW B&B
- DAIRI-O
- APSEN DENTAL & CHIPOTLE
- BLUE RIDGE ENERGY

Public Investment Completed In 2021

- Branding & Wayfinding, Jan. 2021
- City Website, Jan. 2021
- Ncgs 160d Update, Jan. 2021
- Aquatic Center Improvements, Jan. 2021
- Tree Trimming In Downtown, Jan. 2021
- Outside Dining Tables, Feb. 2021
- Wcnc Story On Walking Park, Feb. 2021
- Downtown Scavenger Hunts, March & Oct. 2021
- Spring Paving, April 2021
- Greenway Paving, April 2021
- Ovnht (Rail Trail) Paving, April 2021
- City Litter Sweep, April 2021
- Gryphon Drier, May 2021
- Community Gardens, May 2021
- Downtown Parking Lot, May 2021
- Watersmart Portal, May 2021
- Streetscape Extension, May 2021
- Virginia Street Cleanup, May 2021
- Main Street Attendant, June 2021

- Lhs Improvements, June 2021
- Lenoir Local Podcast, June 2021
- New K9 Team, June 2021
- Public Works Repairs Welcome Sign, June 2021
- Renovations To Police HQ, June 2021
- Summer Events, July 2021
- Broyhill Walking Park Improvements, Aug. 2021 (2 Slides)
- Police Cars Get New Look, Aug. 2021
- Baseball & Softball Clinics, Sept. 2021
- Brownfields Grant, Sept. 2021
- Police K9 Academy, Sept. 2021
- Rec Facility Roof Repairs, Sept. 2021
- Fire Department QRVs, Nov. 2021
- New Sign At Wilson Park, Oct. 2021
- Police Speed Limit Signs, Oct. 2021
- Police Firing Range Improvements, Oct. 2021
- Fall Paving, Nov. 2021
- New Apron At Station 1, Nov. 2021
- Luminary Display, Dec. 2021
- Department Awards, 2021
- Hotel Street, Jan. 2022
- Ami Water Meters, Jan. 2022
- Communication Metrics

Public Investment Coming Soon

- Recreational Trails Program Grant, Feb. 2021
- WATERLIFE GREENWAY EASEMENT, June 2021
- MULBERRY TO OVNHT GREENWAY
- FINLEY AVENUE WATER PROJECT
- CALDWELL COUNTY ANIMAL SHELTER, July 2021
- SMITH CROSSROADS SEWER PROJECT, Dec. 2021
- LEOS BATHROOMS, Dec. 2021
- HOSPITAL AVENUE SIDEWALK
- FIRE STATION 1 SINKHOLE
- SMITH CROSSROADS WELCOME SIGN
- RETAIL STRATEGIES
- JOYCETON WATER WORKS, Sept. 2021
- THE CAMPUS AT THE HISTORIC LHS

Closing Slides

- Complaints, Call Mayor Joe Gibbons
- Compliments, Call or email ANY City employee
- Questions & Information

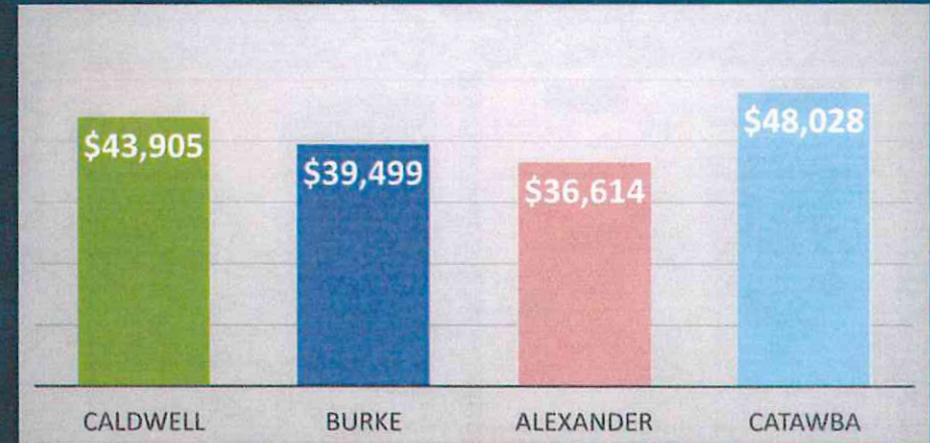


LENOIR IN REVIEW

2021: Creating Opportunity



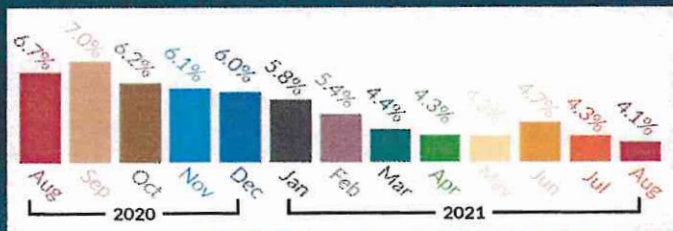
AVERAGE PRIVATE SECTOR WAGE (APSW)



December 2021 – In December, the county's average annual wage grew from \$41,157 to \$43,905, a 6.7% increase. Caldwell's APSW is the second highest in the Unifour.

UNEMPLOYMENT

- The Hickory-Lenoir-Morganton metropolitan area non-seasonally adjusted unemployment rate for **Nov. 2021** was **3.1%**.
 - This is a drop in HLM's previous unemployment rate of 3.4%, which was reported a month earlier.
 - HLM metro area's November unemployment rate is lower than the state's average rate of 3.9% rate for the same time period.



Growth in 2021 INDUSTRY EXPANSION



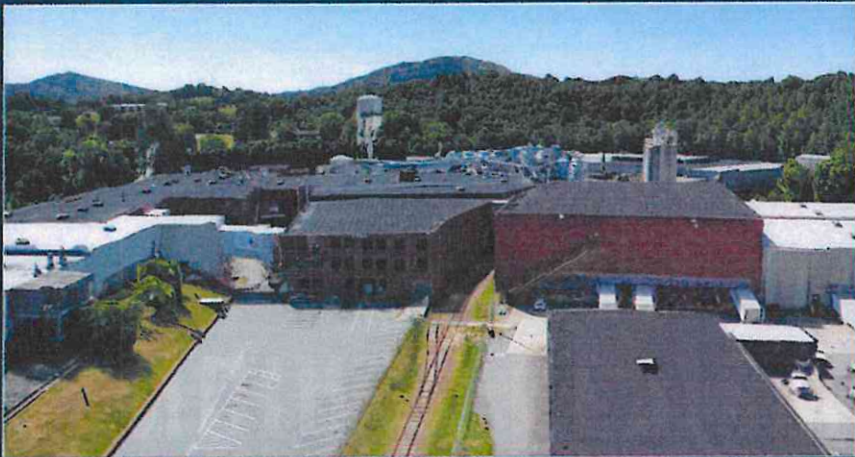
CRAFTMASTER

September 2020 - Craftmaster Furniture out of Taylorsville expanding manufacturing by 20 percent with a new plant in Lenoir in the former Broyhill Complex. A \$500,000 building reuse grant supported the renovation of a 412,554-square-foot building for the expansion. Craftmaster planned to create 62 jobs and invest \$753,405 in this project. Today, the company employees about 120 people at the Lenoir facility and is planning to start a second shift in the mill room.



EXELA EXPANSION

April 2021 - Exela Pharma Sciences received a \$500,000 grant from North Carolina Department of Commerce Rural Infrastructure Authority (RIA) to reuse the warehouse located at 1170 West Ave. NW in Downtown Lenoir. Exela plans to create 50 jobs while investing \$1,350,000 in the project.



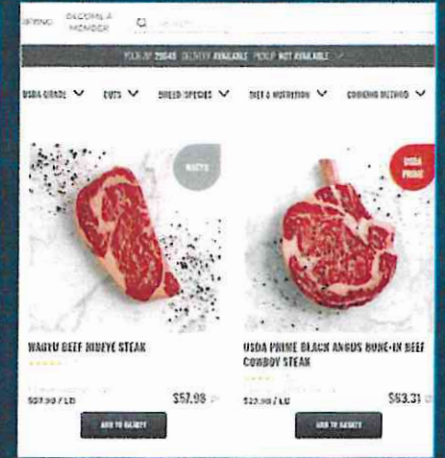
GRAND MANOR BUILDING REUSE GRANT

December 2021 - Council adopted an Authorizing Resolution for the City of Lenoir to serve as the formal applicant for a Building Reuse Grant for an expansion as planned by Grand Manor Furniture. Council also agreed to meet a 5% match required through the Caldwell County Local Jobs Incentive. The company is moving into a new location in the Valmead community.



WILD FORK FOODS, A DIVISION OF JBS/SWIFT BEEF

January 2022 - JBS / Wild Fork Foods is adding 72,000 square feet to the existing footprint in Lenoir. Wild Fork Foods (WFF) is a new division that actually is managed by the Brazil side of the company. WFF will do individual cuts of meat, flash freeze them and supply grocers and more boutique customers with individual frozen packages. The expansion will add 150 new jobs in addition to the 274 current JBS jobs already here. WFF hopes construction will be complete by late spring 2022.



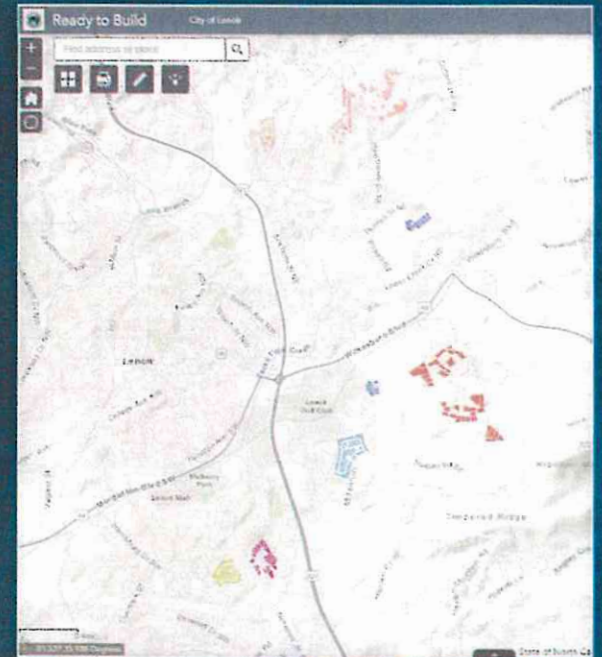
New homes in 2021 HOUSING GROWTH

RESIDENTIAL READY TO BUILD

May 2019 - Staff added the Residential Ready To Build webpage. The page provides contact information and a map of hundreds of residential lots currently served by utilities and ready to build.

Since creating that page, private developers have started construction on many single family homes in subdivisions across the City.

www.cityoflenoir.com/readytobuild



HOUSING PERMITS 2021

Permit applications for single family homes and manufactured homes rose in 2021.

Staff permitted 15 detached single-family homes and 12 manufactured homes in 2021 compared to 8 single-family homes and no manufactured homes in 2020



WEST AVENUE APARTMENTS

August 2021 - Jesse Plaster and Angela Postigo received the CO on five new apartments at 1001 West Ave. in downtown. The units are three bedrooms and two baths. The building has an elevator and indoor parking and there is a private gym on the lower level. \$1,300 to \$1,900 per month. Plaster said the "all 5 units were rented right away, we had a really good response."



BLUE BELL, DEPOT, STEELE MILL

Blue Bell, Steele Mill, and the Depot are all located off College Avenue, less than a mile walk from the square in Downtown Lenoir. All three properties will also have close access to the City of Lenoir Greenway shown in pink on the map above.



BLUE BELL APARTMENTS

December 2021 – Blue Bell Lenoir, LLC, started accepting tenants. Sixteen tenants have moved in 27 units are leased. Blue Bell offers 46 market-rate apartments in the old Lenoir Cotton Mill/Blue Bell, Inc. plant on College Ave. in downtown. The Blue Bell phase of the Lenoir Mills campus will be a \$14 million investment. Owners Yorke Lawson and Tom Niemann are also working on the Steele Mill and Depot, which could run approximately \$16.5 million and \$1.75 million respectively.



Blue Bell at Lenoir Mills



Blue Bell at Lenoir Mills



KATTZ CORNER

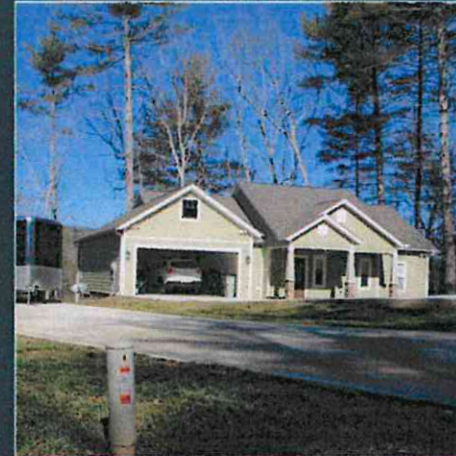
February 2022 – Construction continues on Kattz Corner. Mark Morgan, owner of MC Morgan & Associates, INC, is building a 68-unit, workforce-housing project located between Wilkesboro Boulevard and Lower Creek Drive. The development should be completed by the end of the year. The project is an \$11 million investment in the City.



Kattz Corner



Kattz Corner



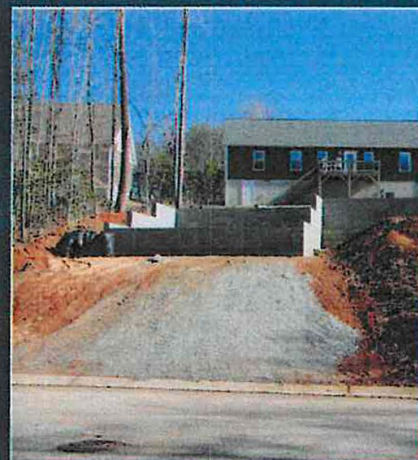
PARKVIEW SUBDIVISION & GREENWAY

Fall 2021 – Brushy Mountain Builders completed two of 18+ houses in the Parkview subdivision near the corner of Zacks Fork Road and Nuway Circle. The City expanded the greenway from the eastern parking lot at the Soccer Complex south around Parkway and Scarlett Oak Court and north to Sassafra Court. The City plans to widen Ebel Place (pink outline) to improve access to development. Ebel Place connects Sassafra Court to Nuway Circle.



SINGLE FAMILY HOUSING

In 2021, owners and contractors finished and started many new single-family homes in subdivisions across the city including Parkview, Summerhill, Powell Park, Georgetown Estates, Huntington Woods, and Rocky Top. Left: New home in Powell Park. Right: New home in Georgetown Estates.



Single-family housing – Left: One of two new homes under construction in Summerhill. Right: New home in Huntington Woods.



HABITAT HOUSING

Habitat for Humanity is currently building three new homes on Friendswood Street.

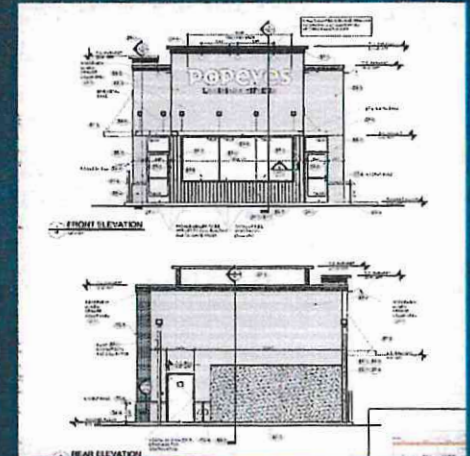


TEACHERY TOWNHOMES

December 2020 - The Education Foundation Inc. of Caldwell County completed a 3-unit teacherly at 1015 Ashe Ave. in December 2020 and started using the facility for new teachers in 2021. Council approved a Conditional Use Permit allowing the multi-family townhome in November 2018.

PLANNING PERMITS 2021

Planning staff reviewed and approved 163 permits in 2021, a 22.5% increase over 2020 (163 v. 133) and a 66% jump over 5 years ago (163 v. 98).



Opened in 2021

PRIVATE INVESTMENT

A Year in Review 2021

PROPERTY ACQUISITIONS	DATE	OWNER
Address		
814 Harper Ave	21-Oct	Wolf Moon Yoga LLC / Jason & Stefanie Keller
818 West Ave	21-Oct	William & Janet Huntsinger
217 Main St	21-Sep	John & Sharon McNeely
118 Mulberry St	21-Sep	GPS Dental Lab Inc / Gail Perricone
118 Main St	21-Aug	Lenoir First LLC / David Reule
115 Main St	21-Jun	R & J Piedmont Developers LLC / Rich Marzio
1036 Harper Ave	21-Mar	Liquid Roots Brewing / Taylor & Katie Brummett
215 North Main St	21-May	Jennifer Saunders / Alexandria Bumgarner

DOWNTOWN PROPERTY TRANSFERS

2021 – Eight properties in Downtown Lenoir changed hands in 2021. So far this year, members of Wilson, Lackey, Rohr & Hall, PC, bought their building at 606 College Ave., Ben Griffin bought the old Forbes Printing building at 1035 Harper Ave SW, and Lenoir First LLC / David Reule bought the Anything Office property.



TUMBLEWEEDS STEAK & TAVERN

January 2021 – Tumbleweed Steak & Tavern is under new ownership. The restaurant opened in February 2020 on Valencia PL NE behind Dos Amigos.



MI CARETTA

February 2021 – Mi Carreta finished an expansion of their business on Hickory Boulevard



STUDIO 305

February 2021 - Studio 305 opened at 118 Main St. Studio 305 specializes in wedding and boudoir photography, engagements, family portraits, and lifestyle photos.



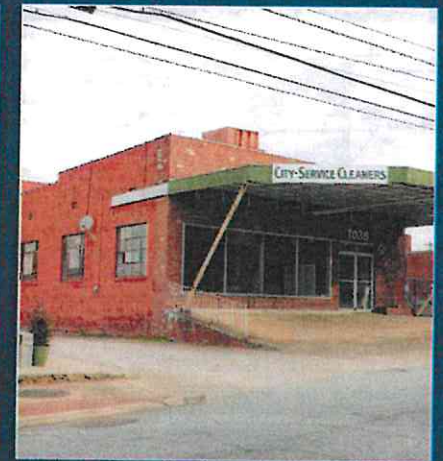
PELICAN SNOBALLS

Spring 2021 – Pelican Snoballs moved to a new location at 520 Realty St SW. The shop is closed for the season and will announce their opening on their Facebook page.



LIQUID ROOTS EXPANSION

March 2021 – Liquid Roots acquired the City Service Cleaners building adjacent to their location on Harper Avenue.





STEWART & ASSOCIATES

June 2021 – Stewart & Associates Insurance moved to 819 Harper Ave in Downtown. Owners Steven and Jamie renovated the building. The first floor is home to their business and the second floor is a three-bedroom apartment.



LENOIR LEGENDS

June 2021 – The Old North State League (ONSL) brought summer baseball back to Walker Stadium in Downtown Lenoir.



TWISTED K'S KORRAL

June 2021 – Twisted K's Korral opened in February 2021 at 118 Main St. and moved to 221 Main St. in June. They sell women's fashion, accessories, bags, and more.



K&K SPARKLE

August 2021 – K&K Sparkle Boutique moved to a new location at 118 Main St. in Downtown Lenoir.



GOLDEN CARDINAL GALLERY

September 2021 - Golden Cardinal Gallery moved into their location at 219 North Main St in Downtown Lenoir.



DOODLEBUGS & J BIRDS

September 2021 - DoodleBugs and J Birds moved into new locations in downtown. Doodle Bugs moved to 912 West Ave and J Birds opened in the adjacent building at 910 West Ave. The stores are owned and operated by the same family.



RED ROOF INN

September 2021 - New owners rebranded the old Days Inn on US 321 to Red Roof Inn.



ARTEM GALLERY

October 2021 - Artem Gallery opened at 626 Harper Ave. Jessica and Cecil Teeters opened Artem with the mission to showcase and exhibit wonderful, local, and international artists. They also host Paint Therapy 101 classes.

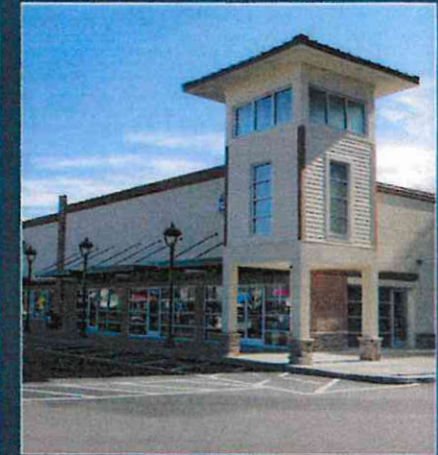


Photo: News-Topic



CUBESMART

October 2021 - CubeSmart opened in the old Lenoir mall. The new construction encompasses about 45,000 square feet and includes 335 climate-controlled storage units.



LENOIR CROSSING RENOVATIONS

January 2022 - Venture Properties completed much of its Phase 1 renovation to the Lenoir Crossing Shopping Center. Phase 1 includes refacing the shopping center buildings from the corner nearest to U.S. 321 to Harbor Freight, resurfacing and redesigning the parking lot, adding new landscaping and trees, and adding new lighting.



JERSEY MIKE'S SUB

January 2022 - Jersey Mike's Subs opened Jan. 19, 2022. The new store is located in the Lenoir Crossing shopping center at Smith Crossroads.



KIDS WORLD

January 2022 - James and Crystal Powell, owners of Kids World, moved from Hudson to their new location at 236 Morganton Blvd in Lenoir. The shop is located in the shopping center behind Blue Moose Coffee right beside Natural Elements. Kids World offers collectibles, toys, baby clothes, and more!

On the way PRIVATE INVESTMENT



WOLF MOON SALT CAVE & STRESS REDUCTION CENTER

Wolf Moon Salt Cave and Stress Reduction Center will be opening soon 814 Harper Ave bringing the first salt cave to Lenoir and the high country. The company will also offer a yoga studio, massage service, esthetician services, and acupuncture.



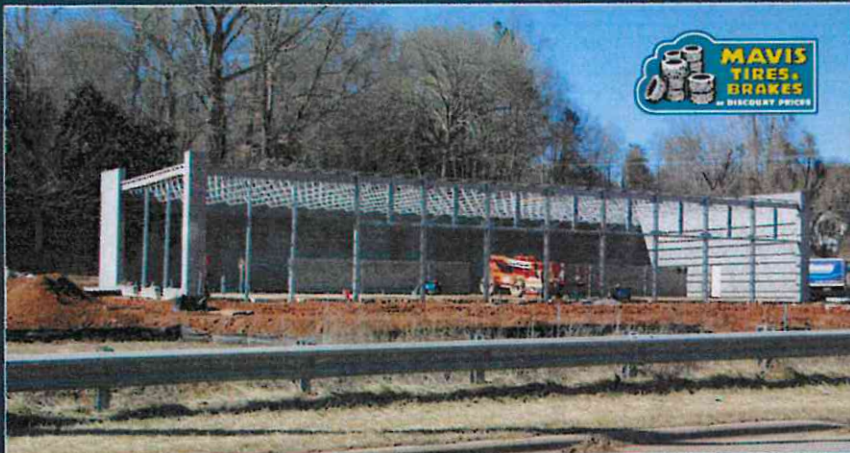
4440 RANCH & CATTLE COMPANY

4440 Ranch & Cattle Company will sell F1 Wagyu beef raised in Caldwell County. Construction continues on the new store in Downtown Lenoir. They hope to have all the construction done by the end of February and possibly open by the end of March, depending on contractors and supplies.



HWY 55 BURGERS SHAKES & FRIES

Hwy 55 completed most of the construction on their new store in Lenoir and are currently working to locate restaurant equipment. "We've opened over 100 locations across southeastern United States and rarely do we get this kind of publicity from local officials prior to an opening. The folks in Lenoir are super excited for Hwy 55 and we can't wait to open up and serve them." – Adam Wiggins, Sr. VP of Marketing Hwy 55



MAVIS DISCOUNT TIRE

Mavis Discount Tire is building a new store at 675 Blowing Rock Blvd (US 321). A company representative said they hope to be open in late February, early March 2022.



POPEYES LOUISIANA KITCHEN

Developers pulled permits for a new Popeyes Louisiana Kitchen beside Taco Bell on US 321. Contractors demolished the old building on the property in December 2021 and have been working on the new location ever since.



DODGE CITY STEAKHOUSE

A company representative said work continues on the new Dodge City Steakhouse in the old Sagebrush on US 321. The company plans to open later this year.



NEW B&B

New owners purchased the Irish Rose B&B and plan to reopen the business under a new name.



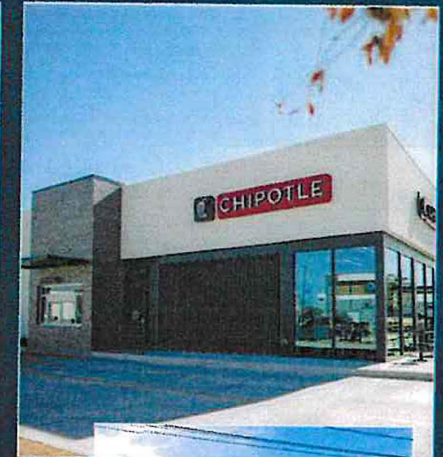
DAIRI-O

Dairi-O purchased the old Rite Aid on the northwest corner of Smith Crossroads. Contractors demolished the old building and cleared the property. Dairi-o does not have issued permits. Staff are waiting on applicant to provide additional information.



APSEN DENTAL & CHIPOTLE

Aspen Dental and Chipotle were permitted in January 2022. Both stores will be located on the property at 139 Blowing Rock Blvd.

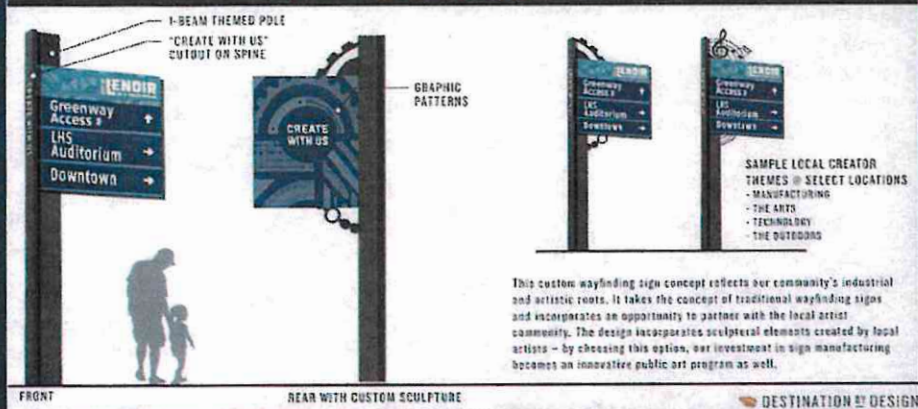


BLUE RIDGE ENERGY

February 2022 – Blue Ridge Energy received permits to remodel the company's old district office on Nuway Circle. Construction is underway.



Completed in 2021
PUBLIC INVESTMENT



January 2021 -Main Street and Planning revealed a new City brand and wayfinding sign plan.



January 2021 – Communications & Public Information refreshed the City website to match the new brand. Staff also updated the quick links on the front page to match the top pages of 2020.

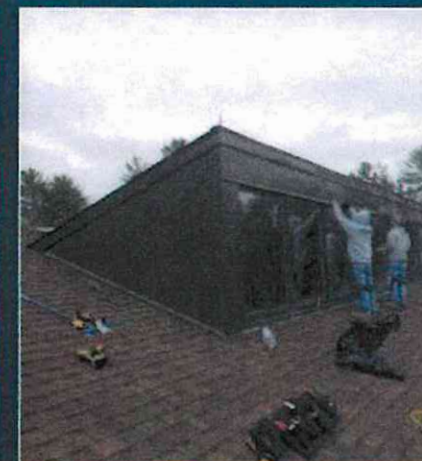
NCGS 160D Updates

Technical Changes to NC Land Use Law
(previously found in 160A and 153A)

Lenoir City Council
January 5, 2021
Presented by: Jenny Wheelock, AICP, CZO

NCGS 160D UPDATE

January 2021-Council approved an overhaul to the City Code relating to legislation adopted by the General Assembly pertaining to Chapter 160D. The law also makes technical and clarifying amendments to Chapter 160D.



AQUATIC CENTER IMPROVEMENTS

January 2021 – Contractors installed new doors, painted, made repairs to the roof and siding on the outside of the building and sidewalks at the Lenoir Aquatic and Fitness Center.



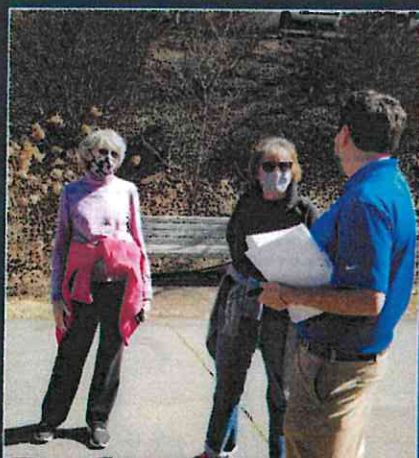
TREE TRIMMING IN DOWNTOWN

January 2021 - The City hired Brad's Tree Service to trim and prune about 70 trees located in downtown (the square, along Main Street, West Avenue, and Harper Avenue; and in four of the City's municipal parking lots).



OUTSIDE DINING TABLES

February 2021 - The City of Lenoir and Downtown Lenoir branded tables arrived. Staff put the tables on the square this month.



WCNC STORY ON WALKING PARK

February 2021 - After Communication staff did the story, "City gem getting renovations thanks to generous donation" about the Broyhill Walking park in January, WCNC did an Up in 60 spot that aired on the station and the WCNC website.



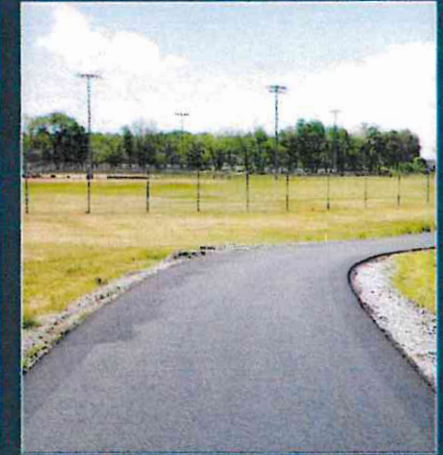
DOWNTOWN SCAVENGER HUNTS

March & October 2021 - Main Street organized two Downtown scavenger hunts in 2021 - the Leprechaun Chase Scavenger Hunt in March and the Haunted Halloween Mystery Heist in October. The events brought hundreds of people from Lenoir and the region to visit and shop in Downtown Lenoir.



SPRING PAVING

April 2021 - Contractors paved Link Place, Peacehaven Place, Lutz Street, Sherlee Street, Victoria Court / Victoria Lane, Commercial Court, and sections of Underdown Avenue, Virginia Street, College Avenue, Shasta Lane, and Swanson Drive.



GREENWAY PAVING

April 2021 - Staff paved 1.5 more miles of greenway in the spring of 2021 bringing Lenoir's total paved greenway to nearly 9 miles. New paved sections include College Ave to Morganton Blvd (part of the OVNHT), a section between Sherlee Street and Severt Circle, and a section at Mulberry Recreation Center from Mulberry Street to the Waterlife Church parking lot.



OVNHT (RAIL TRAIL) PAVING

April 2021 - The City has paved a large portion of the Overmountain Victory National Historic Trail (OVNHT) that runs along the old railroad bed through the city. Trail from North Main Street to Harper Avenue and College Avenue to Morganton Blvd has been paved.



CITY LITTER SWEEP

April 2021 - City employees, Councilmembers, volunteers, and a Caldwell County Commissioner picked up 150 bags of trash around Lenoir during the Spring Litter Sweep event, April 14, 2021. About 60 people picked up trash along nearly two dozen roads around town.



GRYPHON DRIER

May 2021 – The City's new high-tech Gryphon drier is up and running at the wastewater treatment plant. After going through the dryer at ~300 degrees for about 30 minutes, the sludge from the City's wastewater treatment plant is 99% dry, pasteurized, and free from bacteria. It's a class-A product that can be put on hayfields or used as a soil amendment. The project is a \$6.6 million investment by the City.



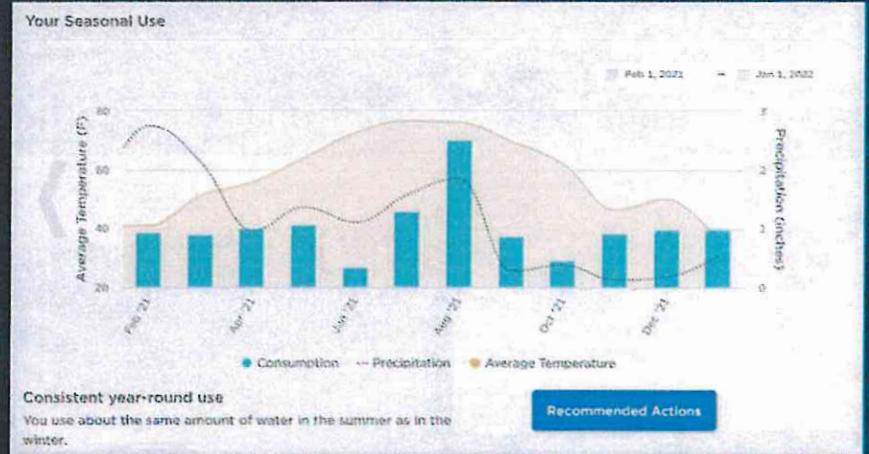
COMMUNITY GARDENS

May 2021 - Through donations from several organizations, volunteers and Master Gardeners installed a new 43-bed Community Share Garden at the Unity Park Community Gardens. Girl Scout Troop 2374 also donated 10 handmade and painted birdhouses that were placed around the property.



DOWNTOWN PARKING LOT

May 2021 - City workers restriped and reconfigured the City parking lot located on the 100 Block of Mulberry Street NW between Mulberry Street and Main Street in downtown. Public Works staff also installed a new street light in the parking lot to improve safety at night.



WATERSMART PORTAL

May 2021 – Public Utilities launched the WaterSmart portal. WaterSmart gives City of Lenoir Public Utilities customers online access to their water usage data, monthly bills, and more. Currently, 524 customers have registered, which is 5.1% of among eligible accounts.



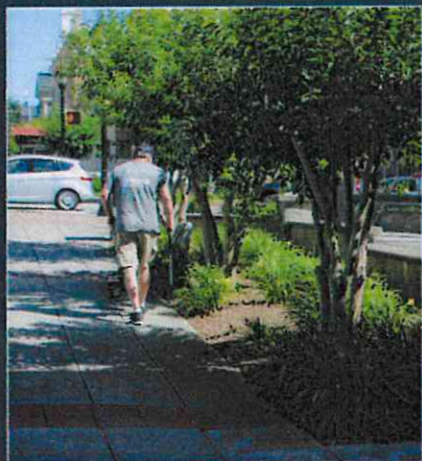
STREETSCAPE EXTENSION

May 2021 – The City extended the sidewalk streetscape in front of Tybrisa Books in Downtown Lenoir. Workers removed the old sidewalk and installed new streetscape sidewalk and pavers. Staff also installed new, decorative trash cans at the stage across North Main Street.



VIRGINIA STREET CLEANUP

May 2021 – Contractors completed the cleanup work on Virginia Street through the ARC grant in late April/early May 2021. Workers removed 7,100 tons of debris. There is an estimated 3,000 to 4,000 more tons of debris left to be removed. The cleanup is the first step in putting the property back into productive use. The City funded the cleanup with a \$300,000 Appalachian Regional Commission grant and \$250,000 from the City. Staff also plan used \$45,000 in Brownfields funding toward a Brownfield agreement for the property.



MAIN STREET ATTENDANT

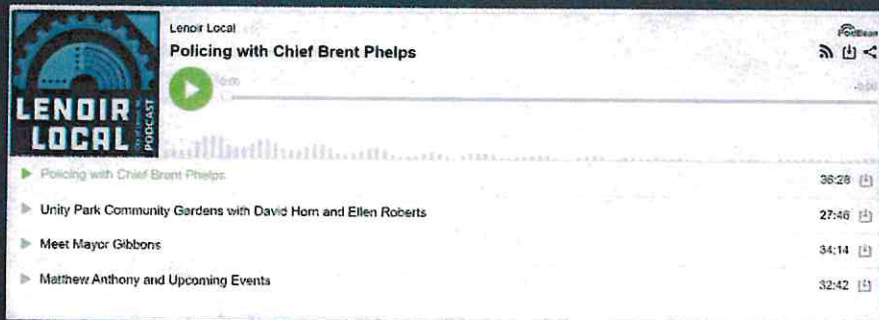
June 2021 – The City hired a Main Street Attendant in Downtown Lenoir June 1, 2021. The Main Street Attendant focuses on keeping Downtown Lenoir clean and tidy and helping out visitors as needed. The position also cleans City Hall and the Police department.



LHS IMPROVEMENTS

June 2021 – Contractors finished up Phase one of improvements at the Lenoir High School Auditorium including gutting and rebuilding two bathrooms on the lower floor of the facility, installing and painting six new doors, sanding and refinishing the stage floor, and replacing some of the stage curtains. Phase 2, approved by Council in December 2021, will include painting the walls and ceiling of the entry and main lobby, repairing the roof, painting stage walls, replacing HVAC units, switching to LED lights, replacing carpet in the lobby, and install new roof gutters.





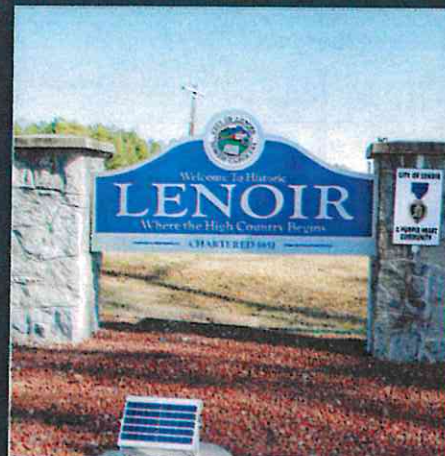
LENOIR LOCAL PODCAST

June 2021 – Staff launched the Lenoir Local Podcast. The podcast covers City events, things to do, City services, community interest topics and more. Communications staff paused the podcast due to mask protocols, but plans to start again as soon as things get back to normal.



NEW K9 TEAM

June 2021 – The Police Department added a new K9 team to the roster. K9 Handler Jo Lo and his partner Atos started patrolling City streets in the spring of 2021.



PUBLIC WORKS REPAIRS WELCOME SIGN

June 2021 – Public Works staff repaired the "Welcome to Lenoir" sign at the corner of Morganton Boulevard and Old Morganton Boulevard to replace one destroyed in a wreck. The sign was built using rocks from the old Smithey's department store downtown after it was torn down in late 2006.



RENOVATIONS TO POLICE HQ

June 2021 – The Police Department made a few renovations to their headquarters including a new rear door to lounge area in June and new flooring in the records room in November.



SUMMER EVENTS

July 2021 – Parks and Recreation held the July 4th Fireworks 2021. Staff said four to five thousand people attended the event. Main Street also hosted Summer Music Madness again with a show in July and August 2021.



BROYHILL WALKING PARK IMPROVEMENTS

August 2021 – The City held a ribbon cutting and rededicated the T.H. Broyhill Walking Park with some new improvements. The Broyhill Family Foundation donated \$100,000 to replace the flooring on the observation deck and to convert the park restrooms into three, single units.



Broyhill Walking Park improvements



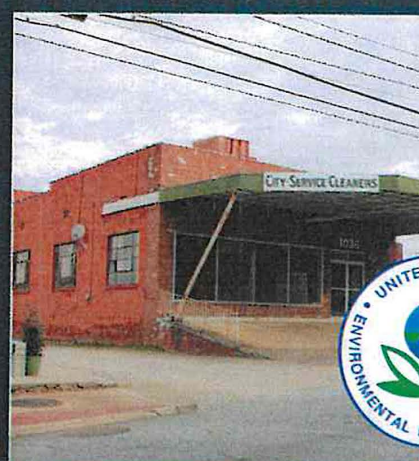
POLICE CARS GET NEW LOOK

August 2021 – The Police Department switched to a new color and striping scheme on new police cars. The department had to change color schemes because it was becoming more difficult to get cars with the darker blue paint.



BASEBALL & SOFTBALL CLINICS

September 2021 – Parks & Recreation hosted a baseball clinic led by App State and softball clinic led by CCC&TI Cobras in September. Nearly 70 boys attended the baseball clinic at Mulberry Recreation Center and about a dozen girls attended the softball clinic held at the Lenoir Optimist Park.



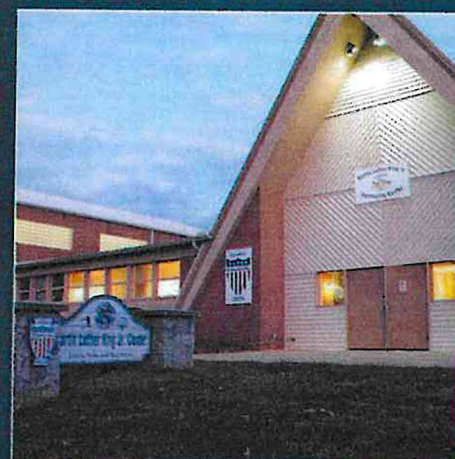
BROWNFIELDS GRANT

September 2021 – Staff wrapped up work on the City's first Brownfields Assessment Grant. The City received the grant from the EPA in 2018 and has worked since to assess multiple properties in the City including the Virginia Street property, the old City Service Cleaners (now owned by Liquid Roots), the Blue Bell Inc. property (prior to construction of the new apartments), and more. The City is applying for a second assessment grant to continue the project and should know if approved in April 2022. More info at www.cityoflenoir.com/brownfields.



POLICE K9 ACADEMY

September 2021 - Police staff brought back the K9 Academy last year. The class size was lessened from previous years and all classes were held in an outdoor/open setting.



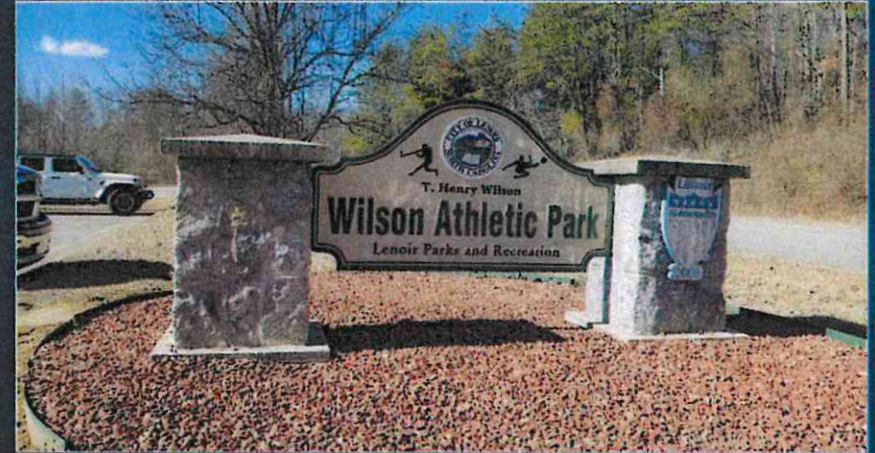
REC FACILITY ROOF REPAIRS

September 2021 – Parks & Recreation invested in roof repairs to the Martin Luther King Jr. center and the Lenoir Aquatic & Fitness Center. The MLK Center roof was finished in September and the LAFC repair was complete in January 2022.



FIRE DEPARTMENT QRVs

November 2021 - The City Fire Department rolled out three new quick response vehicles (QRVs). Firefighters will drive the QRVs to medical calls, which should reduce response times to health emergencies. More than half of the calls to the Fire Department are medical calls.



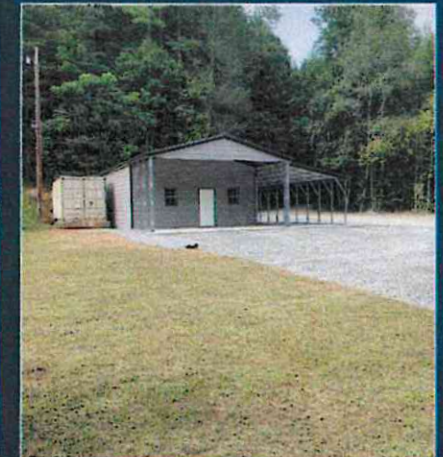
NEW SIGN AT WILSON PARK

October 2021 - Parks and Recreation replaced the sign at Wilson Athletic Park. Donated by the late T. Henry Wilson, Wilson Athletic Park covers 18 acres and offers baseball / softball fields, a soccer field, and open space for practices and games. The park is adjacent to the Lenoir Greenway.



POLICE SPEED LIMIT SIGNS

October 2021 - The department started using two electronic speed limit signs to help collect traffic data, including total number of cars and speed ranges while traffic units look at problem areas in the city. The signs are equipped with strobe notifications to make drivers aware when they are speeding. The signs are lightweight, battery operated, and can be placed on existing signs.



POLICE FIRING RANGE IMPROVEMENTS

October 2021 - Through the assistance of Police personnel and partnerships with Public Utilities and Public Works, staff made several improvements to the Police firing range. The department plans replace the current electrical infrastructure in the future, which will aid in the State-mandated nighttime law enforcement training.



FALL PAVING

November 2021 - The City contracted to pave 13 sections of roads during fall 2021 and spring 2022. Segments paved in fall 2021 included Bethel Colony Road, Pennell Street from Powell Road to Barrington Drive, Barrington Drive from Pennell Street to Turnberry Street, Falcon Court, Watson Place, and Wildwood Road from Lower Creek Drive to Cottrell Hill Road.



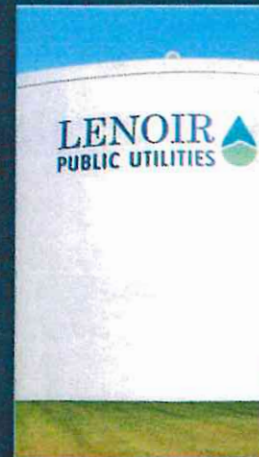
NEW APRON AT STATION 1

November 2021 - Public Works staff and contractors installed a new concrete apron at Fire Station 1 in Downtown Lenoir.



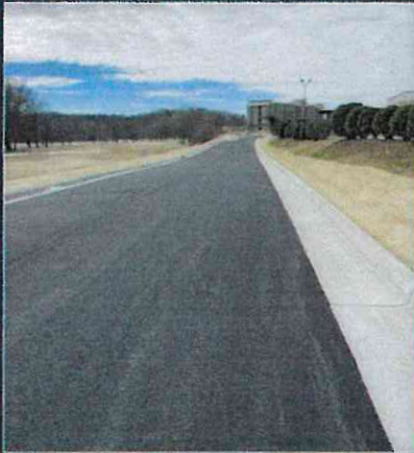
LUMINARY DISPLAY

December 2021 - The luminary display Dec. 17, 2021, was a big success. Staff received dozens of positive comments on social media about the event.



DEPARTMENT AWARDS

2021 - N.C. Division of Water Resources honored the City Water Treatment Plant for surpassing federal and state drinking water standards in 2020. Finance received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA). Main Street and architect David Maurer and his wife Allison received a NC Main Street Award for saving the old Stine's Ice Cream Parlor building in downtown, now home Mandem Syndicate Barbershop and an apartment.



HOTEL STREET

January 2022 – Contractors finished paving Hotel Street. Hotel Street connects Linkside Court to Hibriten Drive. Residents of Linkside Court, the Veridian apartments, and the Hampton Inn will be able to access Hibriten Drive during high traffic times. Contracts still have to install fencing along the border of the golf course.



How AMI works

An advanced metering system uses a wireless network to provide detailed data that is easily accessible online by customers and staff.

Advanced water meters transmit hourly water use data over a wireless network.



City staff can access data and more detailed reports about water use in the City.



Customers can access data from the web portal.



AMI WATER METERS

January 2022 – The City invested \$4.4 million in advanced metering infrastructure for the City of Lenoir water system. The new meters and network provide remote cut off/cut on abilities as well as an online portal where customers can manage their utility account. The project is 98% complete.

COMMUNICATION METRICS

Communication staff created A LOT of content in 2021 promoting most slides shown already.

94

News Releases

1499

Photos

36

Videos

352

Alerts

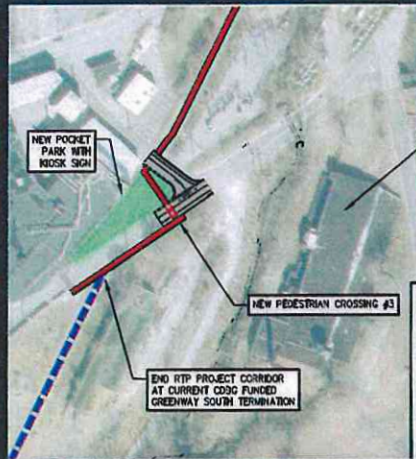
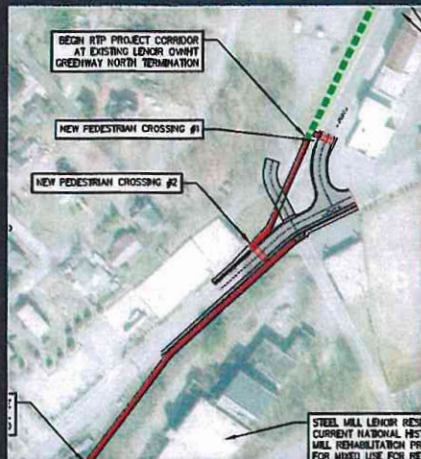
303

Q&As

228

Media Coverage

Coming Soon
PUBLIC INVESTMENT



RECREATIONAL TRAILS PROGRAM GRANT

February 2021 - The City of Lenoir recently received a \$250,000 Recreational Trails Program grant to design and build three street crossings along the Overmountain Victory National Historic Trail (OVNHT) that runs through downtown. The total project cost to design and build the crossings is \$312,000. The grant is \$250,000 and the City is matching the grant with \$62,500 in local in-kind funding. The conceptual design is complete.



WATERLIFE GREENWAY EASEMENT

June 2021 - Public Works staff and the City attorney finalized the greenway easement with Waterlife Church (negotiations began in 2020). Staff now has to stripe the greenway and pave two new sections across the front of the property. Staff also finalized shared-use parking agreements for the Waterlife Church parking lot and the United Presbyterian parking lot. These lots are adjacent to City facilities (MRC and the Lower Creek greenway).



MULBERRY TO OVNHT GREENWAY

The City has three sections of greenway paved between Mulberry Recreation Center on the right and the OVNHT greenway on the left. The OVNHT greenway runs from Morganton Boulevard north to North Main Street. The solid green lines are finished greenway. The dotted yellow lines are connections to be made. The pink circle in the bottom left is a potential crossing location over Morganton Boulevard.



FINLEY AVENUE WATER PROJECT

The City's recent application for funding the estimated \$5.1 million Finley Avenue water project was not approved. Public Utilities staff plan to reapply for funding. A resident donated two lots beside the tower to the City to assist in improvements to the system.



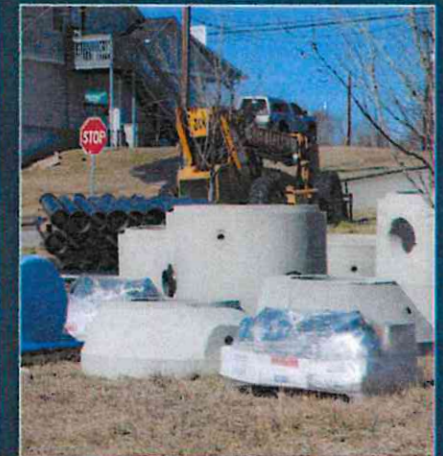
CALDWELL COUNTY ANIMAL SHELTER

July 2021 – Caldwell County broke ground on a new Animal Shelter. The new Animal Shelter is located near the health department building on Morganton Boulevard. It's a significant upgrade from the existing shelter.



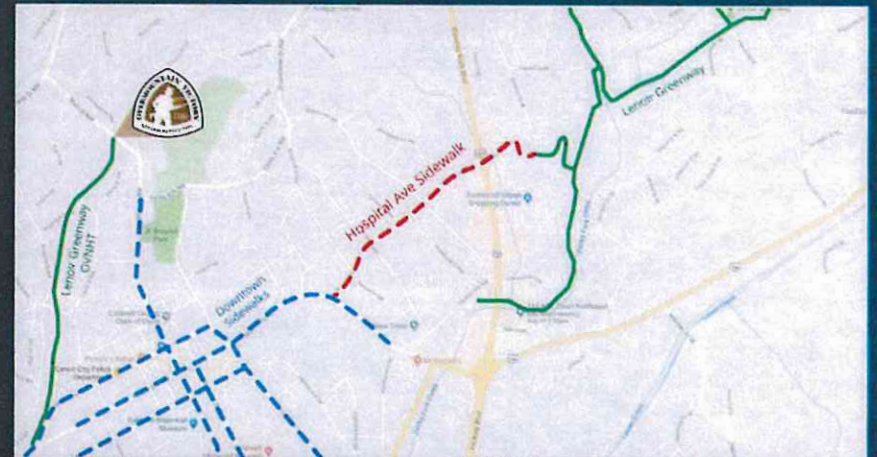
SMITH CROSSROADS SEWER PROJECT

December 2021 – Council approved a bid to replace more than 3,800 feet of sewer line that runs from Mayflower Seafood Restaurant to the Lenoir Golf Club parking lot. The project will replace an old 12-inch sewer pipe with a new 20-inch pipe, replace about 20 manholes, and reconnect all sewer services tied to the main line. Staff estimates the project will cost \$2.8 million.



LEOS BATHROOMS

December 2021 – Council approved a request from Yokefellow of Caldwell County to add a restroom building addition to the Lenoir Emergency Outreach Shelter (LEOS), which is owned by the City of Lenoir.



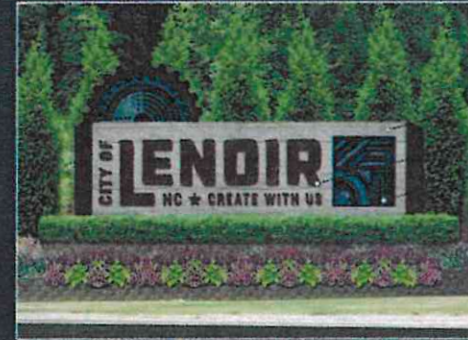
HOSPITAL AVENUE SIDEWALK

Staff has resumed right-of-way acquisition on the Hotel Ave sidewalk project. The City has committed \$200K in local funding to match \$800K in grant funding to complete the \$1 million project. Construction authorization should follow right-of-way certification later this year. The project will connect the City greenway northeast of 321 to downtown sidewalks and to the City greenway /OVNHT to the west.



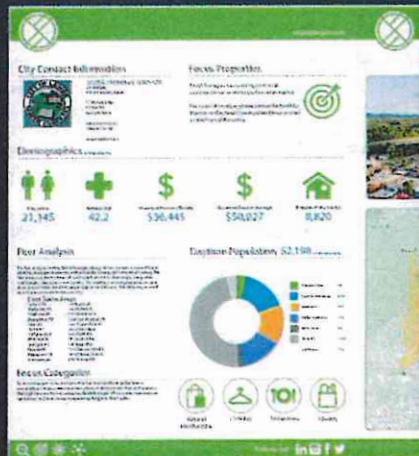
FIRE STATION 1 SINKHOLE

Staff are currently working with engineers to assess the sinkhole beside Fire Station 1 and devise a plan for repairs.



SMITH CROSSROADS WELCOME SIGN

Destination By Design submitted a design for the City of Lenoir welcome sign at Smith Crossroads. The design incorporates the City brand launched in January 2021.



RETAIL STRATEGIES

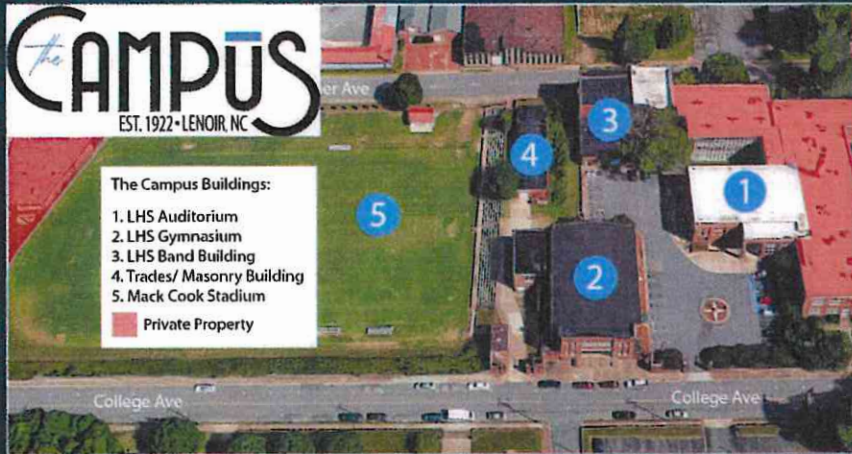
Staff worked with Retail Strategies during 2021 to develop a market guide and recruit new retail restaurants and shops to Lenoir.



JOYCETON WATER WORKS

September 2021 – The City entered into a Maintenance Agreement with Joyceton Water Works. Staff are in negotiations to purchase the system, subject to final approval by the NC Utilities Commission.





THE CAMPUS AT THE HISTORIC LHS

Staff continue to improve and use The Campus at the Historic Lenoir High School in Downtown Lenoir. The City plans to install lights at Mack Cook Stadium and staff hope to bring more renovations to the property in the future.

COMPLAINTS

Mayor Joe Gibbons

(828) CALL-JOE



COMPLIMENTS

Call or email **ANY**
City of Lenoir employee
or Council member
ANY time! 😊

- 828-757-2200
- jharris@cityoflenoir.com



QUESTIONS & INFORMATION

828-757-2100

www.cityoflenoir.com

Follow Us

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- instagram/cityoflenoirnc
- nextdoor.com
search "City of Lenoir, NC"



What's Next for Code Enforcement?

Strategic ←-----→ Responsive

February 2022

Brent Phelps, Police Chief

Jenny Wheelock, AICP, CZO, Planning Director



 CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT



Junk/Clutter/Debris

Grass/weeds

Junk Vehicles

Noise



CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Mobile Home Parks

Work w/out Permits

Signs

Minimum Housing

Strategic

- Tax foreclosures
- Selling City-owned property
- Area Plans/Relationships with stakeholders

Responsive

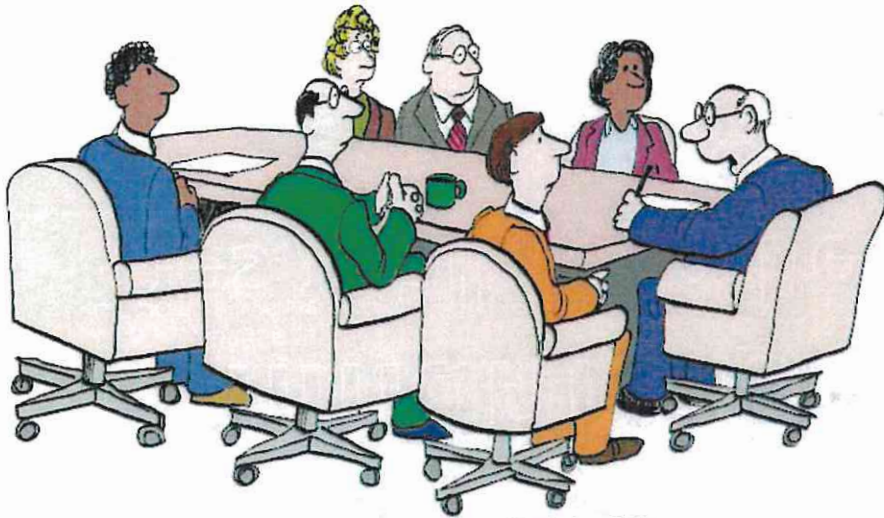
- Part time staff for peak season
- Increased funding for abatement
- NC ALE “Moral Nuisance” task force

Communication

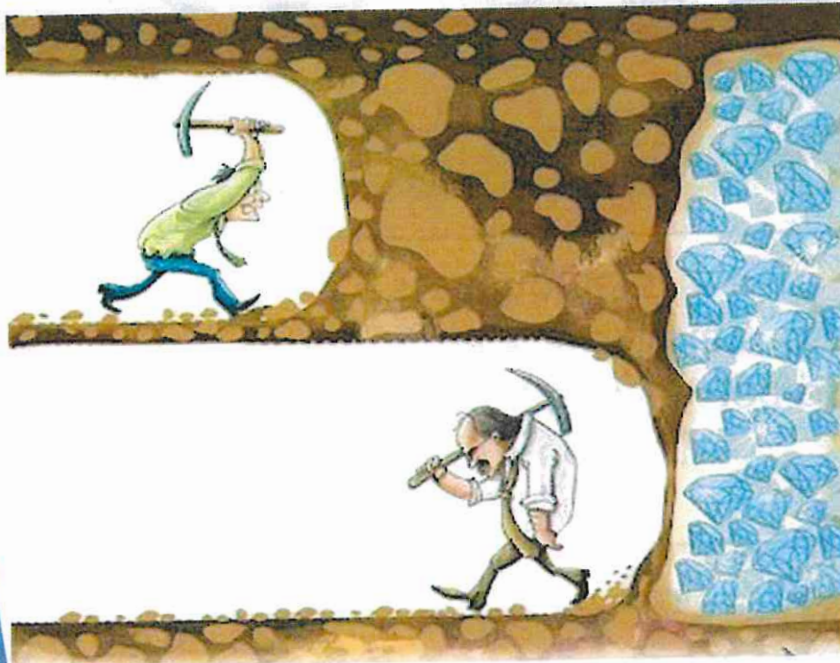
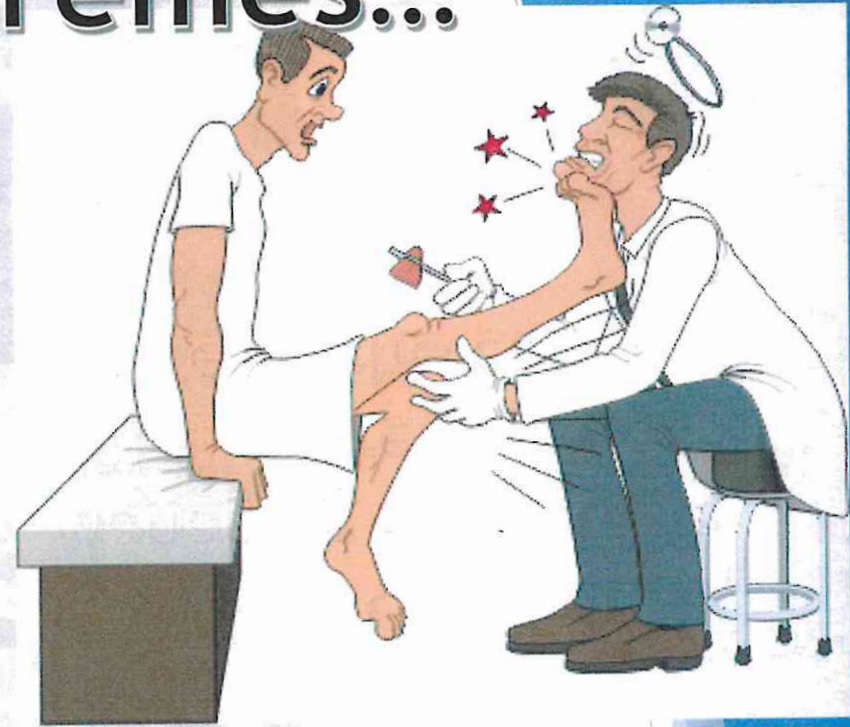
Ties it all together

- iWorq CE Module
- Managing Expectations
- Transparent process
- Visible to the community

At the extremes...

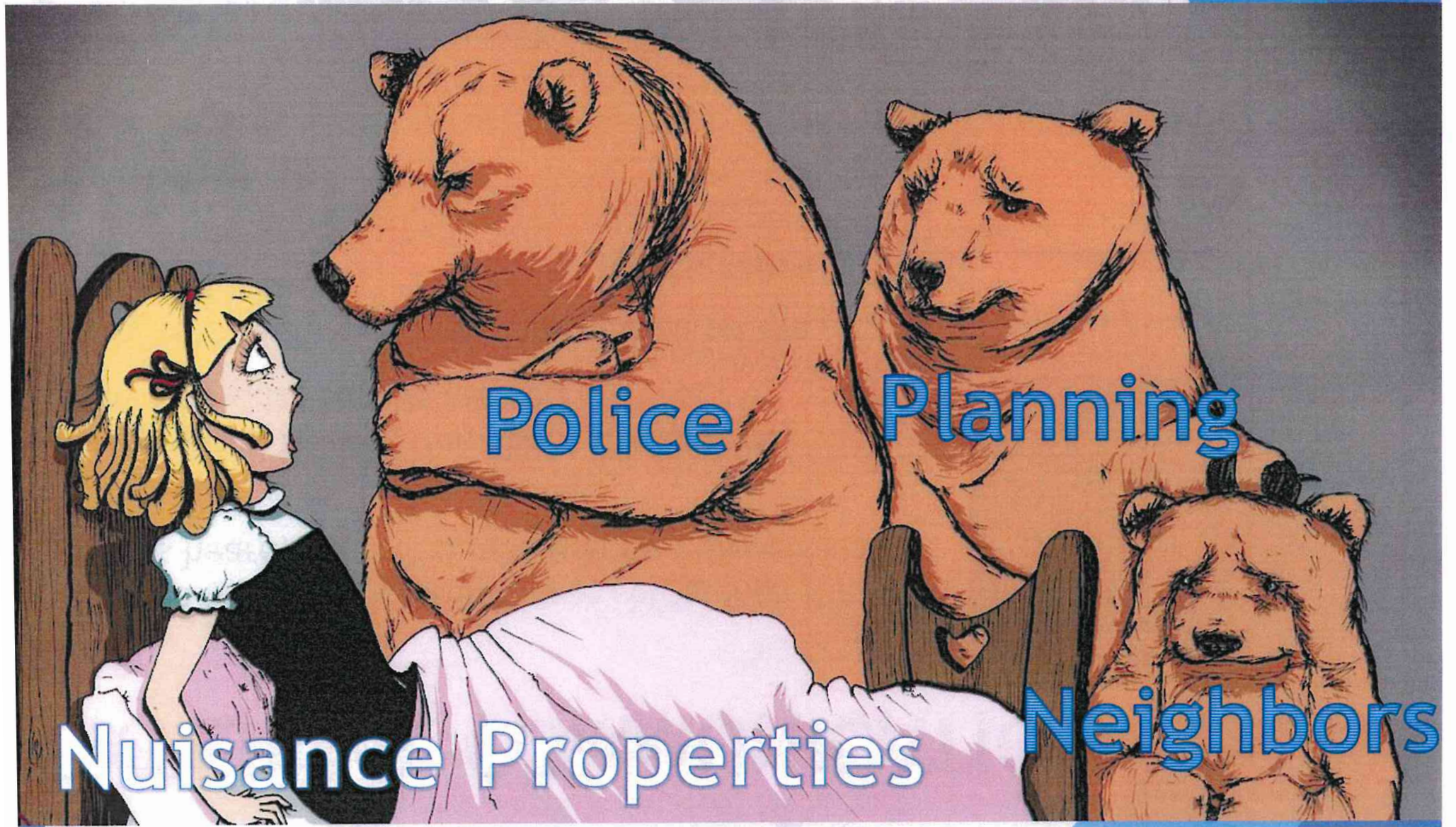


**"Of course we can make fast decisions ...
once we have considered the 4872 factors."**



The Goldilocks Zone: It's "Just right"

Effective Communication → Coordinated Enforcement → Strategic Response



EXTERNAL COMMUNICATION

GOALS:

- ▶ Easy to report a violation; have confidence that it was heard, recorded, and will be followed-up on
- ▶ Easy to find information about the process, how long until results are seen
- ▶ Easy to call back and get information on the status of a case



iWorQ

My voicemail will always be there for you.



iWorQ - Google Chrome
www.iworq.net/0_Pages/PermitPopupProperty.php?sid=HV627T7GHZTHKQK9LMDP3SVG94400&k=1912&id=13892025

PROPERTY INFO

www.iworq.net says
Current owner bought property at tax foreclosure auction. Dilapidated non-residential structure extant.

Parcel: 2749993768

Address: 0 FINLEY ST

City: LENOIR

State: NC

Zip: 28645

Legal: BK 2023 PG 1322 YR 21 ST 13.00

Subdivision:

Lot:

Zoning: B-1

Owner: STEED-SMITH TONI EVON

Owner Address: 11218 WARFIELD AVE

Owner City: HUNTERSVILLE

Owner State: NC

Owner Zip: 28078

Owner Phone: (704) 519-5060; (704) 651-

Owner Email:

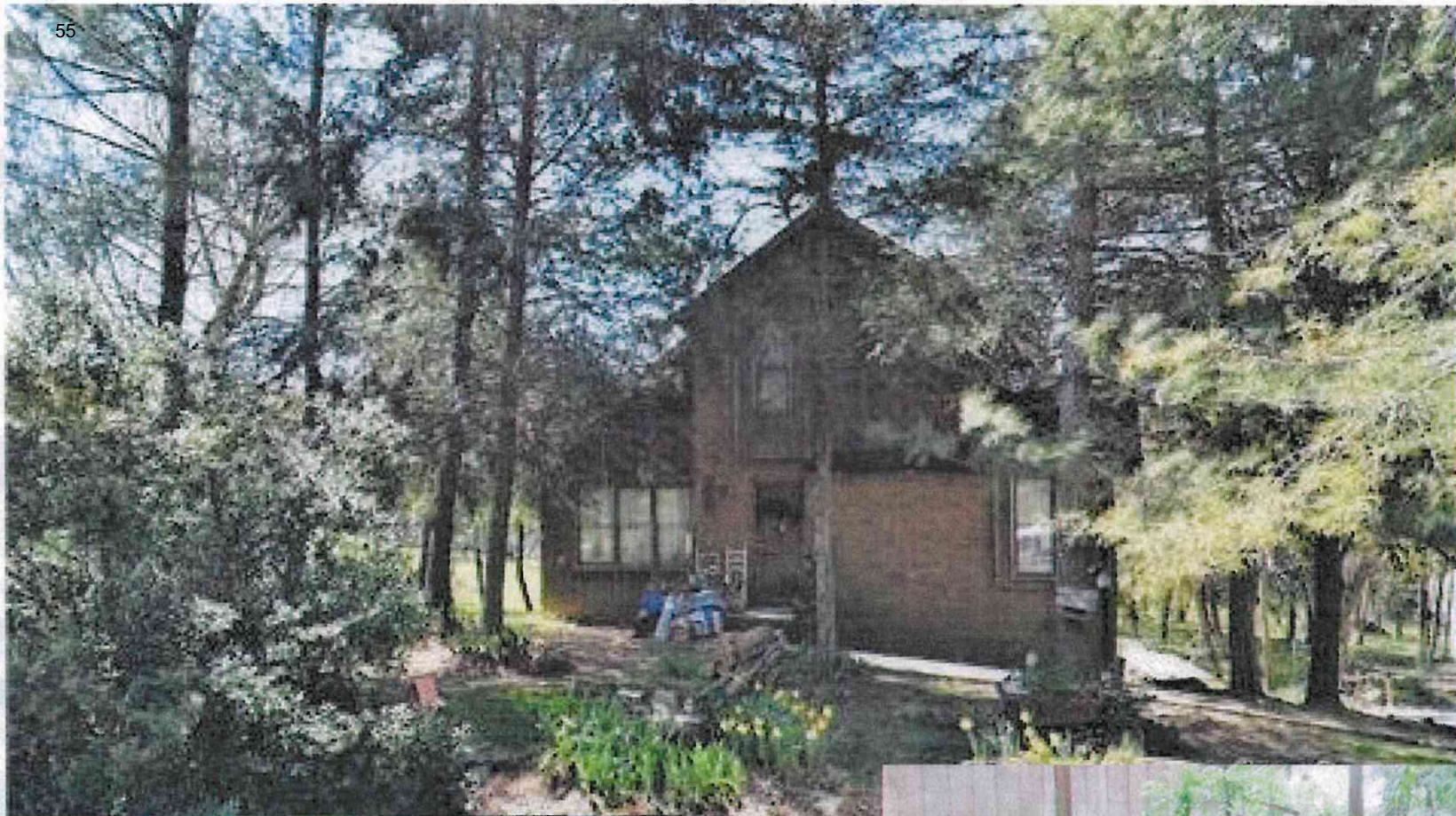
Copy Property
Add Note
Add Restriction
Upload File
Open Parcel Map
ADD RECORDS
Code Enforcement
Permit Management
Permit Management















09/07/2017 02:02 PM







CITY OF LENOIR COUNCIL RETREAT

FEBRUARY 11, 2022

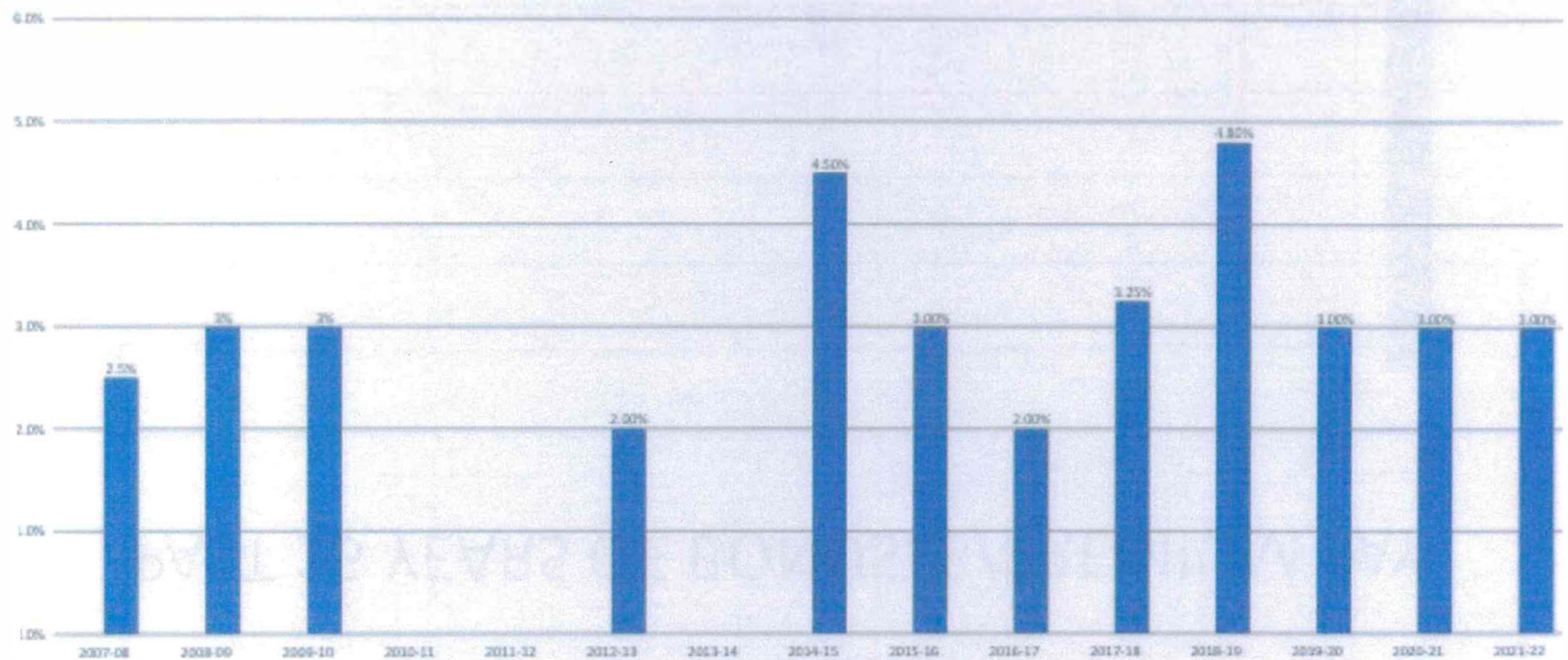


Compensation and Benefits

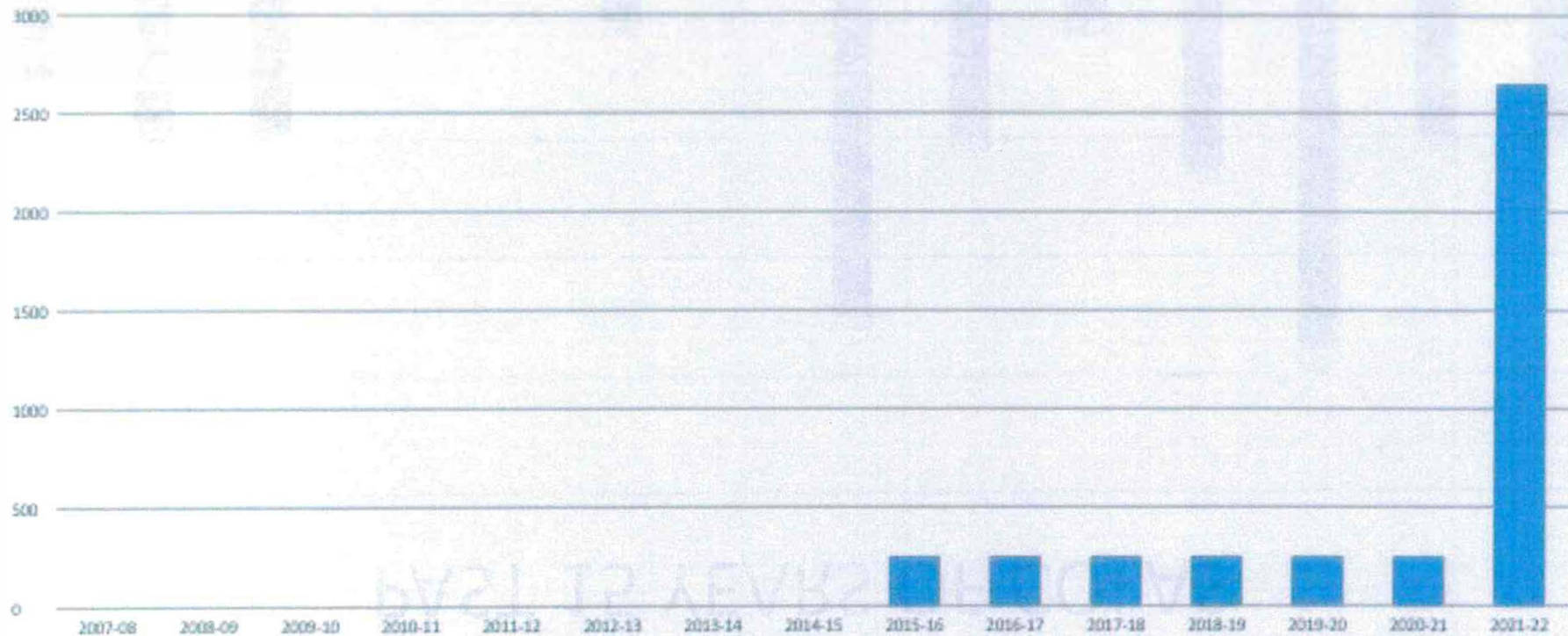
- Efforts to offer competitive compensation and benefits for employees has been the top priority for Council for many years.
- COLAs, holiday bonuses and additional leave have allowed the City to make progress toward offering competitive wages.
- The current labor market is very challenging. Employers are facing the tightest labor market in recent history amid rising inflation.



PAST 15 YEARS OF COLAS



PAST 15 YEARS OF BONUSES/PREMIUM PAY



City of Lenoir VS other municipalities with similar population

- 40 job classifications are below the League of Municipalities Salary Survey's average starting pay by an average of 10%
- 28 job classifications are above the League of Municipalities Salary Survey's average starting pay by an average of 11%
- 20 job classifications had no League of Municipalities Salary Survey code
- Note:
 - Seniority factors into pay and some positions are below or above the average pay due to job responsibilities and length of service.
 - When the MAPS group did the salary study in 2008, salaries were 10% to 15 % below the average for the area.



Council has approved several salary grade adjustments, by department, in the past to address the need to maintain competitiveness.



Last 5 Years of Pay and Grade Adjustments

Reorganization/Pay Adjustment		
Department	Year	Item
Administration	2017 & 2021	Pay and Grade Adjustments
Finance	2019	Re-organization & Adjustments
Fire	2018 & 2022	Pay and Grade Adjustments
IT & Police	2016	Pay and Grade Adjustments
Parks & Rec	2017 & 2018 & 2021	Pay and Grade Adjustments
Police	2018 & 2019	Pay and Grade Adjustments
Planning	2018	Pay and Grade Adjustments
Public Works	2020	Pay and Grade Adjustments
Water	2021	Pay and Grade Adjustments

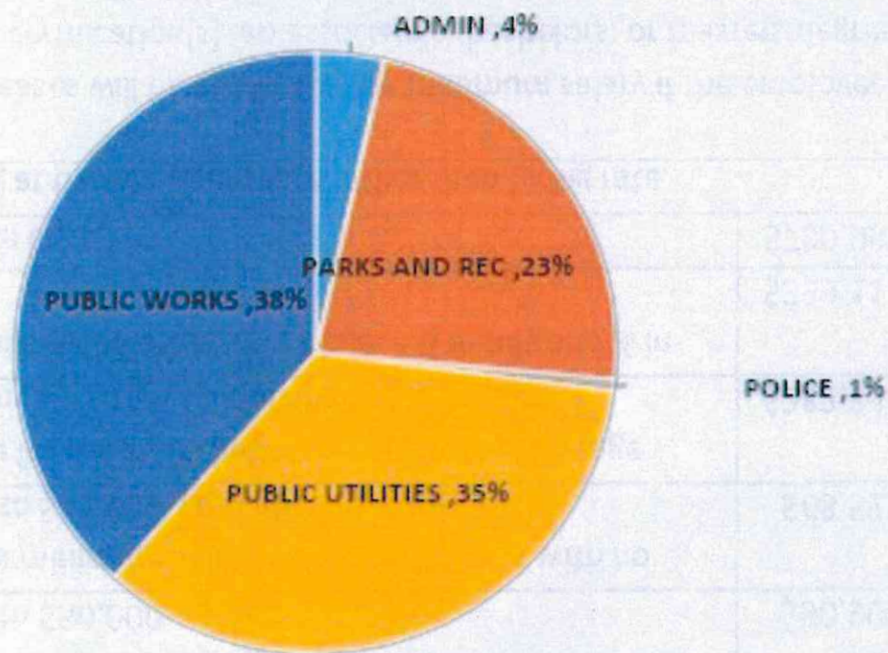
ANTICIPATED INCREASES FOR 2022-2023

- RETIREMENT COSTS
- HEALTH INSURANCE
- PROPERTY AND LIABILITY INSURANCE
- OPERATING COSTS VS PAST TWO YEARS DUE TO CLOSURES FROM PANDEMIC
- FUEL COSTS
- IMPACT OF INFLATION ON ALL COSTS

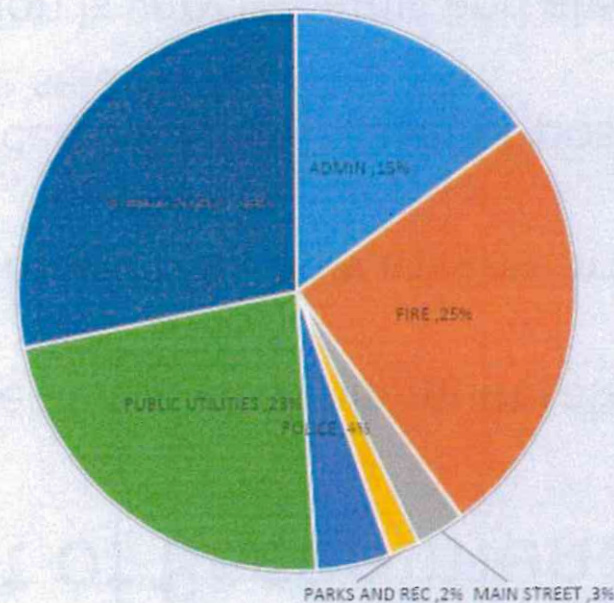
Recommendations		Cost
Minimum Salary - \$30,000	Increase the minimum salary City-wide for current full time employees to \$30,000 - July 1	\$90,908.35
Patrol Officer I Minimum Salary - \$41,000	Increase the minimum salary for Patrol Officers with no experience to \$41,000 (16 Officers) – July 1*	\$68,525.55
7% Increase to adjust to competitive wage	7% Increase for positions below the beginning/average salary - ½ in July and ½ in January	\$282,349.76
4.5% COLA	4.5% Increase for all other employees - ½ in July and ½ in January	\$339,117.31
	Total Annual Cost	\$780,900.97
	Begin hiring at the minimum rate rather than hiring rate.	
	*Other increases will be applied to the minimum salary if the employee has experience, certification(s), an associate's, bachelors, or masters degree, military experience or is bi-lingual.	



IMPACT BY DEPARTMENT OF IMPLEMENTING A MINIMUM SALARY OF \$30,000 – TOTAL COST \$90,908.35



IMPACT BY DEPARTMENT OF IMPLEMENTING 7% ADJUSTMENT TO LEAGUE OF MUNICIPALITIES SALARY SURVEY AVERAGES - TOTAL COST \$282,349.76



Overall Impact of Recommendations

- 31 employees will receive the new minimum salary of \$30,000 per year.
- 16 Patrol Officers will receive the new minimum salary of \$41,000.
- 108 employees will receive a 7% increase for positions below the beginning/average salary.
- Employee compensation is very dynamic and always evolving. Based on preliminary computations, it is anticipated that the salary increases can be absorbed into the budget.
- Does not solve the compensation issue but will make the City much more competitive in salaries and benefits.



City of Lenoir Funding Opportunities

Project	Funding Source	Description	Amount	Match	Total
Lenoir Greenway Expansion	State Allocation Funds	Grant to expand the Lenoir greenway system	750,000.00		750,000.00
Downtown Improvement/Enhancements	State Allocation Funds	Grant to construct a Farmers Market Pavilion	450,000.00		450,000.00
Downtown Improvement/Enhancements	State Allocation Funds	Grant to make City Hall Building Improvements	200,000.00		200,000.00
Downtown Improvement/Enhancements	State Allocation Funds	Grant for Mark Cook Stadium Lighting @ The Campus	100,000.00	25,000.00	125,000.00
Fire Truck/Rescue Pumper	ARP Funds	Purchase one Fire Truck/Rescue apparatus to enhance the service capability and service delivery to our citizens. The new truck will have pumping capabilities to suppress fires as well as haul rescue equipment and replaces our current 2004 Rescue Truck that has no pumping capabilities.	700,000.00		700,000.00
Automated Garbage Truck	ARP Funds	Purchase one automated garbage truck to assist with the continued conversion to automated garbage pick-up as this can be utilized to replace aging equipment.	300,000.00		300,000.00
Future Grant Matches	ARP Funds	Set aside funding for future grant matches in coordination with the WPCOG.	500,000.00	500,000.00	1,000,000.00
Water Project - Hwy 18	ARP Funds	Fund water line upgrade to improve the water pressure on Morganton Blvd. (HWY 18) and the Fairview area. The total project cost is estimated to be approximately \$2 million.	942,491.00	1,057,509.00	2,000,000.00
Cyber Security and Software	ARP Funds	Improve the current IT infrastructure to address cyber security changes and upgrade the 14-year-old financial software system.	300,000.00		300,000.00
Master Planning	ARP Funds	The City of Lenoir would like to develop master plans for the historic Campus at Lenoir High School, Downtown Lenoir and Parks and Recreation.	200,000.00		200,000.00
Greenway Expansion & Upgrades	ARP Funds	The plan calls for a continued investment in upgrading the greenways to promote outside healthy living.	200,000.00		200,000.00
Premium Pay for Essential Workers	ARP Funds	The plan calls for a one-time bonus for city employees. City employees worked throughout the COVID-19 pandemic to provide essential services.	692,200.00		692,200.00
Crossroads Sewer Project	NCDEQ	An application was submitted to NC Division of Water Infrastructure in October of 2018 for an SRF loan to fund the sewer line replacement and rehabilitation from the manhole behind Yokefellow to the golf course. As we continue to have manholes in this location that will overflow during heavy and extended rain events, this project is a portion of a larger project in the CIP along Harper Avenue. Due to the continued problems, it was decided to move more quickly with a project to address the concerns associated with the overflows. NC DWI approved the loan application in late February 2019. The design of the sewer line relocation or replacement will take into consideration options to accommodate the extension of the greenway through Smith Crossroads towards the golf course. The bridge area brings into question whether or not the line location will complicate being able to extend the path under the bridge or even if the line can be relocated at all due to the bridge structure. NC DWI has approved our loan package in the amount of \$2.7 million. The amount was increased due to the addition of additional work to eliminate a sewer line that runs under the major intersection of US 321 and Hwy 18/64 at Smith Crossroads. The contract for construction has been awarded and we anticipate construction to begin in early February 2022.	2,775,000.00	55,500.00	2,830,500.00
Smith Crossroads - Signage	LTDA	With support from the LTDA and other local funding, the process of manufacturing and installing a back-lit decorative sign for the Smith Crossroads location has begun. This project requires coordination with multiple stakeholders (NCDOT, Duke Energy, sub-consultants). Incorporating the recently developed City logo/brand and tagline "CREATE WITH US," gateway sign located at Smith Crossroads.	165,000.00		165,000.00
Hospital Avenue Sidewalk	NCDOT	The Hospital Avenue Sidewalk Project to include the expenditure of grant and local funds to engineer, design, acquire rights-of-way, relocate utilities, and construct sidewalks on Hospital Avenue. Funding of \$1,000,000 for this project will be from a Locally Administered Project Program from the Federal Highway Administration and local funds. This is a five year project. Council approved the NCDOT Agreement on September 16, 2016.	800,000.00	200,000.00	1,000,000.00

Subtotal			9,074,691.00	1,838,009.00	10,912,700.00
Possible Funding Opportunities					
Arrowood Bridge Replacement	FEMA BRIC	Project will replace the Arrowood Street Bridge which is in need of repair. The Public Works Director worked with consultant, Mattern and Craig, to develop a FEMA grant application for replacement of the Arrowood Street Bridge. The application process began in November, 2021, with intermediate submission deadlines in November, December, and a final submission deadline in January, 2022. The application includes a funding request for \$525,000 (70%), and notice of award, if successful, should occur in July, 2022.	525,000.00	225,000.00	750,000.00
Sewer Outfall Upgrade	FEMA BRIC	- FEMA made available a grant opportunity for funding projects that improve or mitigate infrastructure that is located in flood hazard areas. The Utilities Department, working with the Western Piedmont COG, identified two potential projects and submitted a grant application for 70% funding with a 30% local match. The projects would involve the construction of an equalization basin to equalize the flow during severe rain events and a new septic tank receiving station at the Lower Creek Wastewater Treatment Facility. In addition, funds have been requested to replace the sewer line that follows Zack's Fork Creek from Pennell Street to the soccer complex on Zack's Fork Rd. The total project cost is \$8.0 million with \$5.6 million in grant funding and \$2.4 million in local match. The sewer line replacement is currently in the Utilities department CIP. The equalization basin is part of a larger renovation project for Lower Creek also identified in the current CIP.	5,600,000.00	2,400,000.00	8,000,000.00
Rural Downtown Transformation Grant			1,000,000.00		1,000,000.00
Aquatics Center	PARTF GRANT	The Recreation Department is working with McGill Associates, PA on applying for a PARTF Grant this year. The grant would be for renovations at the LAFC and the Rotary Soccer complex. The LAFC facility is in dire need of some upgrades and this may be a way to improve the facility. Some of the updates would include a splash pad outside where the kiddie pool is now, also we would like to renovate the locker rooms from top to bottom, put new flooring throughout the whole building, including the pool deck, new LED lighting, a new decktron system that helps with the moisture inside the building. Also we are looking at building a picnic shelter and some playground equipment at the Rotary Soccer complex.	500,000.00	500,000.00	1,000,000.00
OVNHT Greenway Link	RTP GRANT	The City of Lenoir recently received a \$250,000 Recreational Trails Program grant to design and build three street crossings along the Overmountain Victory National Historic Trail (OVNHT) that runs through downtown. The total project cost to design and build the crossings is \$312,000. The grant is \$250,000 and the City is matching the grant with \$62,500 in local, in-kind contributions.	250,000.00	62,500.00	312,500.00

Finley Avenue Area Water Project	State SRF Program	This project was identified and placed in the CIP several years ago. Its purpose is to improve the low pressure concerns in the area around the Finley water tank through system improvements that create a medium pressure zone in the specified area. Preliminary engineering has been completed and the report was used for a funding application that was submitted to the State Revolving Fund in the fall of 2020. The first application was declined however we have resubmitted the funding application after making several changes to the scope of the project. We are currently waiting for the acceptance of the application and funding approval from the State SRF program. The end results of this project will provide better water pressure and well as improved fire protection to the identified area.	\$5,750,000	\$115,000	\$5,865,000
Water Interconnection Project	TBA	The water distribution system analysis identified a possible interconnection of the Lenoir water system with a neighboring utility in the region. A more detailed engineering review of this project is being finalized. Funds being made available through the state and federal government are being considered to facilitate this project as they come available.			
Whitnel Transmission Line Replacement - Phase #1	ARP, Infrastructure Funds or SRF Funding - TBD	This project was identified in the water distribution system analysis as a top priority project. It would replace the existing 20 inch line from the water plant to Sawmills with a 24 inch line. Cost estimates range from \$7 million to \$10 million dollars. Surveying is underway to determine the location of the new line.	10,000,000.00		10,000,000.00
Brownfield Assessment Grant - #2	EPA	The City has submitted an application to EPA for a second Brownfield assessment grant in the amount of \$500,000.00 to complete the work at the old Broyhill site and several other sites in Lenoir including the former American and Efrid furniture location. Notification of grant funding should be in the spring of 2022.	500,000.00		500,000.00
The Campus Improvements	CDBG	Phased improvements to the auditorium in the Historic Lenoir High School continue. The completed ADA compliant and accessible ground floor bathrooms allows for the facilitate to increase use of the auditorium. Evaluation and discussions are underway regarding the use of the adjacent buildings is with the hope for an increase in much needed event spaces in the Downtown core and maximize the use of City owned properties. Theater/stage and audio upgrades to the auditorium would provide us with an ideal setting to host a variety of events and meetings.	250,000.00		250,000.00
Wayfinding	NC COMMERCE TOURIM GRANT	Grant funding for a wayfinding system to provide information regarding attractions, municipal amenities and local businesses. Signs will encourage travelers on 321 to visit downtown, the LHS Theater Auditorium and Recreational Fields, our Mountain Bike Trails, OVT Trails, Greenway MLK and Aquatic Center - to name just a few.	641,500.00		641,500.00
TBD	JBS/T-Mobile Hometown Grant	TBD	95,000.00		95,000.00
Subtotal			25,111,500.00	3,302,500.00	28,414,000.00
Grant Total			34,186,191.00	5,140,509.00	39,326,700.00

2022 City Council Priorities

1. Continue Efforts to Offer Competitive Compensation and Benefits for Employees
2. Increase Funding & Support for Minimum Housing & Code Enforcement
3. Develop Strategies to Support Affordable, Workforce, and Market-Rate Housing
Continue to Fund & Support Street Paving Plan
Develop Master Plans for The Campus, Downtown, and Park & Recreation
Establish a Human Relations Commission (Diversity, Equity & Inclusion)
4. Implement Wayfinding Plan, including Greenway Signage
Establish Area Plans for Whitnel & West End
Continue to Fund & Support Technology/Cybersecurity/Digital Services
5. Share State of the City Presentations/Re-establish Community Meetings
6. Continue to Fund & Support Water/Sewer Capital Improvements Plan
7. Continue to Fund & Support Sidewalks/Greenway/OVT

Other Areas of Focus:

Employee Recruitment/Retention:

- Increase Employee Engagement
- Incentivize/Reward Efficiencies
- Develop Continuing Customer Service Education

Housing:

- Market City-owned Properties to Sell
- Encourage Downtown Living
- Continue to Promote Shovel-ready Residential Subdivisions
- Participate in WPCOG Vacant & Substandard Housing Task Force

Community Beautification:

- Continue Implementation of North Main Area Plan & Fairfield South Plan
- Develop Strategies to Address Commercial Blight (city-wide & downtown)
- Address Major Appearance Issues (city entry corridors)
- Develop Plan to Address Litter in Community (State, Local Partners)

Healthy Infrastructure:

- Continue to Fund & Support City Facilities/Fleet Plan
- Continue to Fund & Support Stormwater Improvements
- Implement Downtown 2-Way Traffic Plan
- Implement Bike/Ped Plan

Economic Development:

- Encourage Public/Private Partnerships
- Continue Partnership with Caldwell EDC

Public Engagement:

- Market Quality of Life Amenities
- Develop Strategic/Targeted Communication (multi-lingual)
- Promote Smart City, Online Interaction

Other

- Seek COVID-related Funding Opportunities to Help Citizens

**LENOIR CITY COUNCIL
TUESDAY, MARCH 15, 2022
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Kent Greer, Ike Perkins, Mayor Pro-Tem Crissy Thomas, Ralph Prestwood, David Stevens and City Clerk Shirley Cannon, and Communications Director Joshua Harris.

ZOOM: Councilmember Jonathan Beal, Todd Perdue, City Manager Scott Hildebran, City Attorney T.J. Rohr, Fire Chief Ken Hair, Police Chief Brent Phelps, Recreation Director Kenny Story, Economic Development Director Kaylynn Horn, Finance Director Donna Bean, Planning Director Jenny Wheelock, Interim Public Works Director Ed Evans, and Public Utilities Director Radford Thomas.

Others in attendance Cady Davis, *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.

CONDOLENCES; FERREE

FAMILY: B. On behalf of City Council, Mayor Gibbons extended condolences to the Isaiah Ferree family. Isaiah was a student at West Caldwell High School and passed away on Friday, March 11. Mayor Gibbons asked everyone to keep this family in their thoughts and prayers.

CONDOLENCES; STILWELL

FAMILY: C. On behalf of City Council, Mayor Gibbons extended condolences to the Conley Stilwell family. Mr. Stilwell passed away on Monday, March 14. He was the father of Police Captain Couby Stilwell. Mayor Gibbons asked everyone to keep this family in their thoughts and prayers.

CONDOLENCES; GREENE

FAMILY: D. On behalf of On behalf of City Council, Mayor Gibbons extended condolences to the family of Johnnie Greene. Mr. Greene passed away on Monday, March 14 and served as the Mayor of Sawmills. Mayor Gibbons asked everyone to keep this family in their thoughts and prayers.

**CCC&TI MEN'S BASKETBALL REGIONAL
CHAMPIONSHIP WINNERS:**

E. On behalf of City Council, Mayor Gibbons congratulated Caldwell Community College (CCC&TI) Men's Basketball Team for winning the Regional Championship and wished them the very best. Mayor Gibbons remarked the team did not advance to the National Championship, but noted this was a great experience for the team.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 1, 2022 as submitted.
- B. Authorizing Resolution PARTF Grant: Staff recommends approval of an Authorizing Resolution authorizing the City Manager to submit a Parks and Recreation Trust Fund Grant (PARTF) Application for 2022 for the Lenoir Aquatic and Fitness Center renovations as submitted. The City's match would be \$500,000.00. The grant is to be completed and funded over a three-year period. (A copy of the authorizing resolution is hereby incorporated into these minutes by reference. Refer to page 76.)
- C. Renewal; Sidewalk Café Permit; Side Street Pour House and Grill: Staff recommends approval to renew the annual Sidewalk Café Permit as submitted with the following conditions:
 - 1. The applicant must coordinate with the City Staff prior to modifying or installing any support structures for lights or awnings or modifying any enclosed fencing.
 - 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
 - 3. All provisions of Section 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
 - 4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department.

A copy of the Sidewalk Café permit and map is hereby incorporated into these minutes by reference. (Refer to page 77-78.)

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

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

FY2022-2026 UNIFOUR CONSORTIUM CONSOLIDATED PLAN & FY2022 ACTION PLAN FOR THE CITY OF LENOIR:

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the first of two public meetings to receive public comments regarding the proposed FY2022 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 2022, beginning July 1, 2022 and ending June 30, 2023. The City of Lenoir serves as the Lead Entity for the Unifour Consortium.

Mr. Oxford stated that DHUD has not yet released funding amounts for FY2022-23 and reviewed last year's funding information with City Council. Mr. Oxford reported the

City of Lenoir received \$164,126 in CDBG funds and \$1,154,095 in HOME funds in FY2021-22. He explained that 80% of the funding was used for public improvements including new bathrooms at the former Lenoir High School (LHS) facility and roof repairs at the auditorium.

On behalf of City Council, Mayor Gibbons expressed appreciation for the funding and commented the Harper Band building is scheduled to be renovated next.

Mr. Oxford also reviewed funding for the HOME program which assists first time homebuyers with down payment assistance. Since its inception in 1995, this program has been funded every year and assisted 3,000+ families. Mr. Oxford further shared the down payment assistance has increased from \$5,000 to \$7,500 and can be used to purchase existing homes, closing costs, etc. He explained that homebuyers have to meet DHUD's guidelines for individuals with low to moderate income. Mr. Oxford also stated, should a homebuyer sell their property within a ten-year time frame, they are required to repay the down payment assistance funding which then goes back into program income to be used by DHUD.

In addition, Mr. Oxford also explained developers can 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 two multi-family housing projects that received funding which are Meridian and Kattz Corner apartments. Also, Chodo funding assists non-profit organizations such as Habitat for Humanity and is used for administrative program funding. Mr. Oxford clarified for Council that possibly ten (10) homes have been built in the four (4) county area with this funding.

On behalf of City Council, Mayor Gibbons thanked Mr. Oxford for the good report.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

LENOIR BUSINESS ADVISORY

BOARD: 1. The Lenoir Business Advisory Board will meet on Thursday, March 17 at 6:00 p.m.

PARKS & RECREATION ADVISORY

BOARD: 2. The Parks and Recreation Advisory Board will meet on Monday, March 21 at 6:00 p.m. at Mulberry Recreation Center.

COMMITTEE OF THE WHOLE;

BUDGET MEETING: 3. The Committee of the Whole will meet on Tuesday, March 22 at 8:30 a.m. at City Hall, Third Floor. This meeting will be a continuation of the Strategic Planning Meeting.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY: 4. The Foothills Regional Airport Authority will meet on Wednesday, March 23 at noon.

PLANNING BOARD: 5. The Planning Board will meet on Monday, March 28 at 5:30 p.m. in the City/County Chambers.

B. Items for Council Action

ORDER OF ABATEMENT;

530-A WHEELER STREET: 1. City Staff request that City Council adopt an Order of Abatement directing Staff to demolish the dilapidated dwelling at 530-A Wheeler Street as submitted.

A copy of the recorded Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 79-80.)

City Manager Hildebran stated the property is in foreclosure and the owner has vacated the property. He stated the owner does not oppose the Order of Abatement to demolish the property.

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve the Order of Abatement directing Staff to demolish the dilapidated dwelling at 530-A Wheeler Street as submitted and as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD VACANCIES; PLANNING BOARD:

A. Mayor Gibbons announced there are two vacancies on the Lenoir Planning Board and he will be submitting recommendations for City Council's consideration in of approval in the near future.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:24 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

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. L. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

**Resolution Authorizing the Submittal of a NC Parks and Recreation
Trust Fund Grant Application for Improvements to the Lenoir
Aquatics & Fitness Center/Rotary Soccer Complex**

WHEREAS, the North Carolina General Assembly established the Parks and Recreation Trust Fund (PARTF) on July 16, 1994 to fund improvements in the state's park system, to fund grants for local governments, and to increase the public's access to state beaches; and;

WHEREAS, the Park and Recreation Authority was created to allocate funds from PARTF to the Division of Parks and Recreation and to grant programs for local governments; and

WHEREAS, the Parks and Recreation Trust Fund is a method of financing Parks and Recreation projects on the local and state level; and;

WHEREAS, the City of Lenoir is seeking endorsement from the Lenoir City Council to apply for a PARTF Grant for various improvements to the Lenoir Aquatic and Fitness Center/Rotary Soccer Complex as identified in the Parks and Recreation Master Plan; and

WHEREAS, the Lenoir City Council authorizes Staff to apply for a Parks and Recreation Trust Fund (PARTF) Grant for the maximum amount of \$500,000; and

WHEREAS, the PARTF Grant requires applicants to match 50-percent grant dollars with 50-percent local dollars; and

WHEREAS, the City of Lenoir will appropriate the 50-percent local match of \$500,000, if a grant is awarded; and

WHEREAS, Staff also recommends that the City Manager be authorized to execute the necessary documents on behalf of the City of Lenoir.

NOW, THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina and on behalf of City Council, hereby directs Staff to apply for the North Carolina Parks and Recreation Trust Fund Grant and authorizes the City Manager to execute all documents related in the PARTF Grant.

Adopted this the 15th day of March, 2022.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk





SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

The City of Lenoir allows sidewalk cafes within the downtown Municipal Service District when a permit is approved by City Council, in accordance with Sec. 13-3 of the Lenoir City Code. For questions about this application form or the rules pertaining to sidewalk cafes in the City of Lenoir, please contact the Planning Department at 828.757.2200. PERMITS ARE GOOD FOR A PERIOD OF 1 YEAR AND MUST BE RENEWED ANNUALLY.

Submittal Checklist:

- ☐ Application Form
- ☐ Application Fee
- Site Plan (including dimensions):
 - Must show all tables, chairs, walkway areas, and entrances/exits to the restaurant.
 - Must show location and materials of temporary barrier to be erected around the café.
 - Must show 5 ft. clear pedestrian path on sidewalk adjacent to café area.
- ☐ Documentation of Public Liability Insurance
 - Must carry \$1,000,000.00 insuring against personal injury, wrongful death and property damage, including the City as a party insured and insuring the City against any liability resulting from the uses permitted pursuant to Section 13-3 of the Lenoir City Code.
- ☐ Copies of All Permits and Licenses
 - County Health Department and any other applicable regulatory agencies
 - Current ABC/ALE permits if the sidewalk café intends to serve alcoholic beverages on the public sidewalk. NOTE: revised permits may be required to include the expanded areas.

Permit Information:

Property Address: 128 Main St. NC PIN: _____

Zoning District: B-3 Located within Municipal Service District? ☒ Yes ☐ No

Business Name: Side Street Pour House & Grill

Will ABC permit include sidewalk café area? ☒ Yes ☐ No

Number of seats in Restaurant: 100 Number of seats* proposed for sidewalk café: 24

*Note: seating in sidewalk café can not exceed 50% of the seating within the restaurant.)

Contact Information:

Name of Restaurant Operator: Kevin Eller

Street Address: 2606 Keys Pl

City: Lenoir State: NC Zip: 28645

Phone Number: 828-234-4535

Fax Number: _____

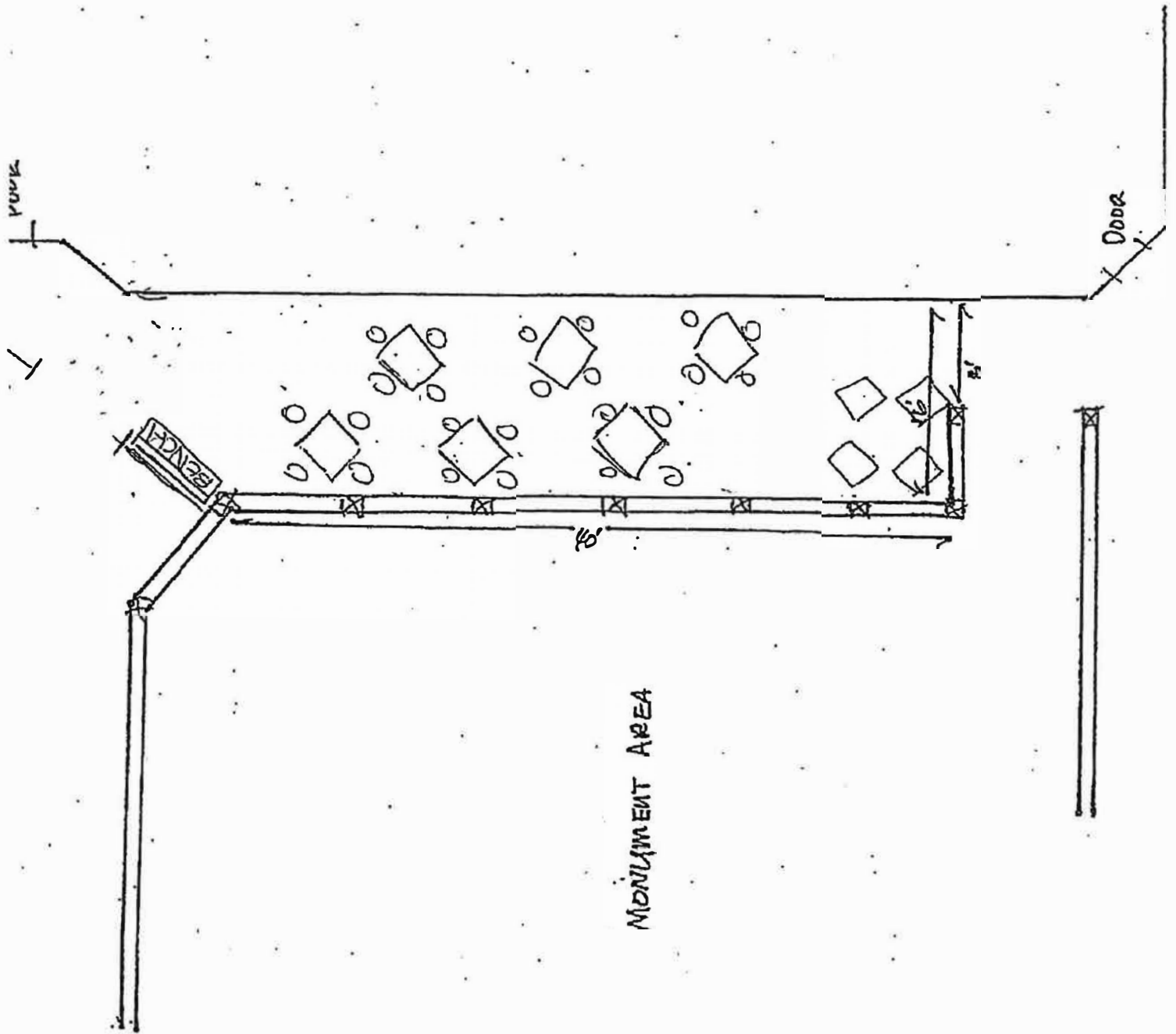
Email: kevin.eller@yahoo.com

Owner's Signature:

[Signature]

By signing, I certify that the information presented in this application is true to the best of my knowledge and I consent to enter into a hold-harmless agreement with the City and comply with all provisions of the City ordinances in the establishment and operation of the sidewalk café described in this application.

OFFICIAL USE ONLY: City Council approved on _____ Permit No. _____



BK 2051 PG 388 - 397 (10)

This document presented and filed:
03/18/2022 03:30:16 PM

Fee \$26.00



Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

ORDER OF ABATEMENT

AN ORDINANCE ORDERING THAT THE PUBLIC OFFICER CAUSE THE DWELLING OWNED BY KATIE L. DULA AND LOCATED AT 530-A WHEELER STREET IN LENOIR, NC, TO BE REMOVED OR DEMOLISHED, IN ACCORDANCE WITH SECTION 10-33(B) OF CHAPTER 10 OF THE LENOIR CODE OF ORDINANCES.

WHEREAS, the property located at 530-A Wheeler Street (NC PIN 2749574704) has been found by the City to be dilapidated and Unfit for Human Habitation, and

WHEREAS, the subject property has been the subject of numerous complaints from neighbors, law enforcement, and elected officials for many years, and

WHEREAS, following an initial notice of violation and hearing notice, the Public Officer found the dwelling to be "Dilapidated" on January 7, 2022, and ordered that it be removed/demolished, and

WHEREAS, the owner of this dwelling, **Katie L. Dula**, has failed to comply with the order within the time specified, and staff now seeks to abate the violations, and add the costs incurred as a lien on the subject property the same as a tax lien, as provided for in the Lenoir Code of Ordinances; and

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. City staff is hereby authorized and directed to place a placard on the dilapidated dwelling with the following words:

"This building is unfit for human habitation; the use or occupation of this building for

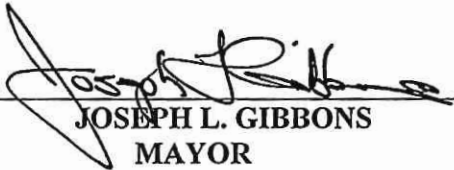
human habitation is prohibited and unlawful."

Section 2. City staff is hereby authorized and directed to remove or demolish the dwelling described herein, in accordance with Chapter 10 of the Lenoir Code of Ordinances.

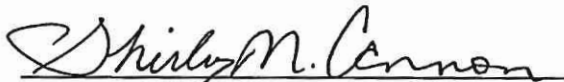
Section 3. The City's cost to abate the violations shall be a tax lien on the real property.

Section 4. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 15th day of March 2022.


JOSEPH L. GIBBONS
MAYOR

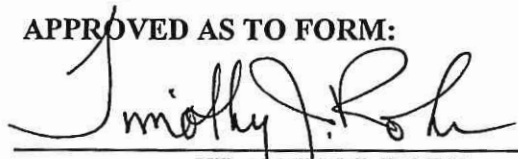
ATTEST:


SHIRLEY M. CANNON
CITY CLERK

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Budget Amendments - Request for amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2022

II. Background Information:

Request for amendment to be made to the annual budget ordinance for the fiscal year ending June 30, 2022 as follows:

- Budget Amendment:
 - o Item 1: Adjustments to the General Fund Budget to allocate funding for the ARC Brownfield Capital Project approved on 5/7/19.

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Danna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

**2021-2022 Fiscal Year
Budget Amendment
April 5th 2022**

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2022 as follows:

ITEM 1: Adjustment to the allocated funding for the Capital Project Budget Ordinance for the ARC Grant for the Broyhill Plant Site Redevelopment approved on 5/7/2019.

Account Number	Department	Increase	Decrease
	Sales Tax	\$21,742.69	
	Transfer to ARC Brownfield Project	\$21,742.69	
Net Effect on Fund Balance		-	-

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Background:

The City of Lenoir periodically establishes capital project ordinances for endeavors that involve construction/infrastructure activities or grant funding for a particular purpose covering more than one year. In most cases, the duration of a project will extend from one fiscal year into another. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year basis.

The City adopted the Capital Project Budget Ordinance for the ARC Grant for the Broyhill Plant Site Redevelopment on the 6th day of May, 2019 with a total project budget of \$768,000. This project was managed by the WPCOG and was complete as of October of 2021 with total expenditures of \$789,742.69 which includes In-Kind contributions with a value of \$173,000. The breakdown of the expenditures is as follows:

Account Title	Budget	Actual	Over/Under Budget
Demo & Removal	\$550,000.00	\$545,274.17	(\$4,725.83)
Architectural/Engineering Fees/EPA Brownfield work/Admin Fees	\$45,000.00	\$71,468.52	\$26,468.52
Land & Rights-of-Way	\$173,000.00	\$173,000.00	\$0.00
Total	\$768,000.00	\$789,742.69	\$21,742.69

The project was over budget by \$21,742.69 due to the clean-up requirements for the project.

Staff would like to close out the capital project noted above. A Capital Project Budget Ordinance to Close Capital Project has been prepared and is attached for your review and approval.

II. Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

ORDINANCE #2022-1**CAPITAL PROJECT BUDGET ORDINANCE TO CLOSE CAPITAL PROJECT
FOR THE CITY OF LENOIR**

WHEREAS, the City Council of the City of Lenoir has adopted a Budget Ordinance for fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the General Statutes of the State of North Carolina, and

WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

WHEREAS, The City adopted the Capital Project Budget Ordinance for the ARC Grant for the Broyhill Plant Site Redevelopment on the 6th day of May, 2019 with a total project budget of \$768,000. This project was managed by the WPCOG and was complete as of October of 2021 with total expenditures of \$789,742.69 which includes In-Kind contributions with a value of \$173,000. The project was over budget by \$21,742.69 due to the clean-up requirements for the project.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
LENOIR, NORTH CAROLINA, THAT:**

The Capital Project Budget Ordinance for the ARC Grant for the Broyhill Plant Site Redevelopment grant be closed.

Adopted this 5th day of April, 2022

Mayor

Attest:

City Clerk

REQUISITION FOR APPALACHIAN REGIONAL COMMISSION GRANT FUNDS
PART 1: GRANT SUMMARY (COMPLETE GREY FIELDS)

1. NAME & ADDRESS OF GRANTEE: City of Lenoir 801 West Avenue Lenoir, NC 28645	3. CONTACT PERSON FOR BUDGET: Erin Schotte PHONE: 828-485-4240 EMAIL: erin.schotte@wpcog.org	4. GRANT NUMBER: nc-19515-2019 5. GRANTEE TAX ID NUMBER: 56-6001265 6. REQUISITION NUMBER: 1 7. AMOUNT OF FUNDS REQUESTED (13): \$ 300,000.00
2. DUNS NUMBER: 74513557		
8. PERIOD COVERED BY THIS REQUEST FROM: 03/01/2019 TO: 08/06/2021		
9. TOTAL APPROVED BUDGET (ARC+MATCH)		
10. PREVIOUS ARC EXPENDITURES (from previous requisitions) \$ 768,000.00		
11. PREVIOUS MATCH EXPENDITURES (from previous requisitions) \$ -		
12. TOTAL PROJECT EXPENDITURES BEFORE THIS REQUISITION (10+11) \$ 173,000.00		
13. CURRENT ARC EXPENDITURES \$ 300,000.00		
14. CURRENT MATCH \$ 489,742.69		
15. TOTAL EXPENDITURES FOR THIS REQUISITION (14+15) \$ 789,742.69		
16. CERTIFICATION: I certify that the data presented in this requisition is correct, and that this requisition is in accordance with the terms and conditions of the above referenced grant, and that the amount requested is not in excess of current needs.		
12/2/2021 DATE	 AUTHORIZED SIGNATURE	City Manager TITLE
12-2-21 DATE	Donna Bean AUTHORIZED SIGNATURE	Finance Director TITLE
FOR STATE USE ONLY		
	EXPLANATION OF CHARGES:	
DATE RECEIVED		
DATE OF CHECK		
CHECK NUMBER		
CONTROL GROUP #	REVIEWED BY and DATE	APPROVED BY and DATE

ARC Requisition Form (9-2018)

Submit a completed Part I & II via mail or email
 NC Department of Commerce, ARC Program
 4346 Mail Service Center, Raleigh, NC 27699-4346
 Program Director, Olivia Collier: ocollier@nccommerce.com

REQUISITION FOR ARC FUNDS
PART II: PROJECT EXPENDITURE REPORT BY ACTIVITY

1. GRANTEE NAME: City of Lenoir				2. ARC GRANT NUMBER nc-19515-2019					
3. PROJECT NAME: Broyhill Plant Site Redevelopment				3. PROJECT NAME:					
4. ARC ACTIVITY	5. APPROVED BUDGET AMOUNT (ARC +MATCH)	6. PREVIOUS ARC EXPENDITURES (BEFORE THIS REQUISITION)	7. PREVIOUS MATCH (BEFORE THIS REQUISITION)	8. TOTAL PROJECT EXPENDITURES BEFORE THIS REQUISITION	9. AVAILABLE BALANCE	10. ARC EXPENDITURES THIS PERIOD	11. MATCH THIS PERIOD	12. TOTAL EXPENDITURES THIS REQUISITION	13. BALANCE AFTER THIS REQUISITION
A. ADMINISTRATIVE AND LEGAL EXPENSES	\$ 8,000.00			\$ -	\$ 8,000.00		\$ 20,000.00	\$ 20,000.00	\$ (12,000.00)
B. LAND, STRUCTURES, RIGHTS-OF-WAY, APPRAISALS, ETC.	\$ 173,000.00			\$ -	\$ 173,000.00		\$ 173,000.00	\$ 173,000.00	\$ -
C. RELOCATION EXPENSES AND PAYMENTS				\$ -	\$ -			\$ -	\$ -
D. ARCHITECTURAL AND ENGINEERING FEES				\$ -	\$ -			\$ -	\$ -
E. OTHER ARCHITECTURAL AND ENGINEERING FEES				\$ -	\$ -			\$ -	\$ -
F. PROJECT INSPECTION FEES				\$ -	\$ -			\$ -	\$ -
G. SITE WORK	\$ 37,000.00			\$ -	\$ 37,000.00		\$ 51,468.52	\$ 51,468.52	\$ (14,468.52)
H. DEMOLITION AND REMOVAL	\$ 550,000.00			\$ -	\$ 550,000.00	\$ 300,000.00	\$ 245,274.17	\$ 545,274.17	\$ 4,725.83
I. CONSTRUCTION				\$ -	\$ -			\$ -	\$ -
J. EQUIPMENT				\$ -	\$ -			\$ -	\$ -
K. MISCELLANEOUS				\$ -	\$ -			\$ -	\$ -
L. CONTINGENCIES				\$ -	\$ -			\$ -	\$ -
M. SUBTOTAL:	\$ 768,000.00	\$ -	\$ -	\$ -	\$ 768,000.00	\$ 300,000.00	\$ 489,742.69	\$ 789,742.69	\$ (21,742.69)
N. PROJECT (PROGRAM) INCOME	\$ -								\$ -
O. TOTAL PROJECT COSTS	\$ 768,000.00	\$ -	\$ -	\$ -	\$ 768,000.00	\$ 300,000.00	\$ 489,742.69	\$ 789,742.69	\$ (21,742.69)

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

The City of Lenoir has contracted with Precision Infrastructure Management to develop an ADA Transition Plan. As a part of that plan, it is necessary for the City to update/adopt an Americans with Disabilities Act Policy Statement and Resolution as well as a Grievance Procedure.

Background Information: The City of Lenoir has contracted with Precision Infrastructure Management to develop an ADA Transition Plan to evaluate the City's adherence to ADA federal guidelines. As a part of that plan, it is necessary for the City to update/adopt an Americans with Disabilities Act Policy Statement and Resolution as well as a Grievance Procedure.

II.

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:



POLICY STATEMENT

ISSUED PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

It is the policy of the City of Lenoir to ensure that qualified persons with a disability are not denied the benefits of, excluded from participation in, or otherwise subject to discrimination in the application, access to, participation in, or enjoyment of any city facility, service, program, or activity including employment with the City of Lenoir.



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

RESOLUTION

**IN SUPPORT OF THE AMERICANS WITH DISABILITIES ACT SECTION 504
POLICY STATEMENT**

WHEREAS, the City of Lenoir prohibits discrimination on the basis of disability with respect to all terms and conditions of employment and access to its activities, programs, and services; and

WHEREAS, any interference, coercion, restraint, retaliation, or reprisal of any person alleging disability discrimination is prohibited; and

WHEREAS, for the purposes of this policy, an individual with a disability is defined as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such impairment.

WHEREAS, the City of Lenoir is committed to:

1. Providing reasonable accommodation for an individual with a disability to participate in employment, activities, programs, and services and has established procedures to allow persons with a disability to request reasonable accommodation;
2. Providing access to persons using its facilities, building, and city maintained roads, sidewalks, and cross walks;
3. Ensuring that communications with applicants, participants, beneficiaries, members of the public, and companions with disabilities are as effective as communications with others;
4. Auxiliary aids/services are provided upon request to individuals with a disability.

NOW, THEREFORE BE IT RESOLVED by the Lenoir City Council that the City of Lenoir has an ADA Coordinator/Risk Manager who can answer ADA related questions and handle reasonable accommodation requests as well as provide information on established procedures for filing a complaint alleging discrimination on the basis of a disability. The ADA Coordinator can be contacted at 828-757-2217 or by mail at 801 West Avenue NW, Lenoir, NC 28645. Any questions or comments concerning this policy should be referred to the ADA Coordinator/Risk Manager.

Adopted by vote of the City Council of Lenoir this, the 5th day of April, 2022, upon a motion by _____, Councilperson.

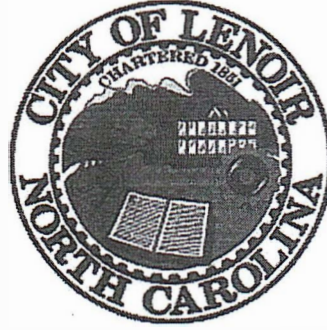
SEAL



POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200

Joseph L. Gibbons, Mayor





AMERICANS WITH DISABILITIES ACT - GRIEVANCE PROCEDURE

This Grievance Procedure has been established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). Any individual looking to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or facilities of the City may review the procedure and submit a grievance report form.

The complaint should be in writing and may be submitted using the City's Grievance Form. This form can be found on the City's website at www.cityoflenoir.com. Alternative means of filing complaints are personal interviews or a voice recording, which will be made available upon request. All received complaints will be kept confidential.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than thirty (30) calendar days after the alleged violation took place. Complaints should be submitted to:

ADA Coordinator

David Coffey
Risk Manager/Purchasing Agent

Phone: 828-757-2217

Email: drcoffey@ci.lenoir.nc.us

Postal Address: City of Lenoir
801 West Ave NW
Lenoir, NC 28645

Physical Address: City of Lenoir
801 West Ave NW
Lenoir, NC 28645

Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator/Risk Manager will contact the grievant to discuss the complaint and the possible resolutions. Within fifteen (15) calendar days of the meeting, the ADA Coordinator/Risk Manager will respond in writing, and where appropriate, in a format accessible to the grievant, such as large print, Braille or audio recording. The response will explain the position of the City of Lenoir regarding the complaint and, when appropriate, offer options for substantive resolution of the complaint.

If the response by the City's ADA Coordinator/Risk Manager does not satisfactorily resolve the issue, the grievant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the City Manager of the City of Lenoir.

Within fifteen (15) calendar days after receipt of the appeal, the City Manager will meet with the grievant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the City Manager will respond with the City's final position on the issue. The response will be in writing and, if necessary, an alternative format that is accessible to the grievant.

All written complaints received by the ADA Coordinator/Risk Manager, appeals to the City Manager, and responses from these two officers will be retained by the City of Lenoir for at least three years.



**Title II of the Americans with Disabilities Act Section 504 of
the Rehabilitation Act of 1973**

GRIEVANCE FORM

Grievant's Name: _____

Home Address: _____

City, State, and Zip Code: _____

Home Telephone: _____ Business/Cell Phone: _____

Email Address: _____

.....
This section to be completed only if the aggrieved person is not the individual completing this form.

Reporting Individual: _____

Person(s) Affected by the Situation (if other than reporting individual): _____

Address: _____

City, State, and Zip Code: _____

Preferred Telephone or Email: _____

.....
Program/Activity/Facility Alleged to Be Inaccessible: _____

When did the situation occur? (date and time): _____

Describe the situation or way in which the program is not accessible, providing the name(s) where possible of the individuals who were involved in the situation (please attach additional pages as needed).

Have efforts been made to resolve this complaint through the Request for Accommodation with the ADA Coordinator? YES _____ NO _____

If yes, what were the results? _____

Signature: _____ Date: _____

Send or deliver to:

ADA Coordinator
David Coffey
Risk Manager/Purchasing Agent
City of Lenoir
801 West Ave NW
Lenoir, NC 28645
828-757-2217
drcoffey@ci.lenoir.nc.us

Upon request, reasonable accommodation will be provided in completing this form or copies of the form. Please contact the ADA Compliance Coordinator.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Resolution To Authorize An Application for State Loan/Grant Assistance For The Whitnel Water Transmission Main Replacement Project - Phase I
- II. Background Information:** The Whitnel Water Transmission Main Replacement Project Phase I is generally described as the replacement of the water main and related appurtenances from the Whitnel pump station located at the Bernhardt Water Treatment Plant to a point on Sawmills School Road near Sawmills School. The Current 20 - inch line will be replaced with a 24-inch ductile iron pipe line. The old line was installed around 1956 and is a rolled steel pipe material. To meet future demands on our water system, the replacement of this line is necessary due to its age and capacity. Future phases of this project will replace the water line all the way to the Whitnel water tank located on Oak Street in Lenoir. This project has been included in the Utilities Department CIP for a number of years.
The resolution authorizes the application for state loan/grant funds for the project which includes construction, related engineering, inspections, and administration of the project. The estimated cost of the project is \$5,396,000 which includes a 15% contingency. A copy of the cost estimates is attached for your review.
- III. Staff Recommendation:** Staff recommends approval of the resolution to authorize an application for state loan/grant assistance for the Whitnel Water Transmission Main Replacement Project -Phase I.
- IV. Reviewed by:**
- City Attorney:** _____
- Finance Director:** _____
- Public Works/Public Utilities Director:** _____

5.2. Preliminary Opinion of Probable Cost

The Preliminary Opinion of Probable Cost is that the total capital cost of this alternative will be approximately \$5,396,000.

Table 5.2 – Preliminary Opinion of Probable Costs

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (3%)	1	LS	\$121,000	\$121,000
2	24" DIP Water Line, Class 250	13,800	LF	\$150	\$2,070,000
3	24" Restrained Joint DIP Water Line	1,600	LF	\$177	\$283,200
4	36" Steel Encasement Pipe, Bored and Jacked w/ 24" RJ DIP Water Line	300	LF	\$2,700	\$810,000
5	24" Butterfly Valve (Class 250)	8	EA	\$13,000	\$104,000
6	Flushing/Fire Hydrants	2	EA	\$7,500	\$15,000
7	Combination Air Release/Vacuum Valves	3	EA	\$10,700	\$32,100
8	Restrained Joint Compact Ductile Iron Fittings	15,000	LB	\$8.00	\$120,000
9	Connect to Existing 20" Transmission Main	1	EA	\$182,000	\$182,000
10	Connect to Existing Line at WTP	1	EA	\$35,000	\$35,000
11	Restoration at School	1	LS	\$34,000	\$34,000
12	Pressure Control Valve + Precast Vault	1	EA	\$128,000	\$128,000
13	Concrete Driveway Repair	630	LF	\$130	\$81,900
14	Asphalt Driveway Repair	320	LF	\$70	\$22,400
15	Gravel Driveway Repair	470	LF	\$20	\$9,400
16	Restoration + Erosion Control	14,000	LF	\$5	\$70,000
17	Clearing & Grubbing	14,000	LF	\$1.00	\$14,000
CONSTRUCTION SUBTOTAL					\$4,132,000
CONTINGENCY (15%)					\$620,000
SURVEYING					\$29,000
ENGINEERING DESIGN, BIDDING & AWARD (7.85%)					\$221,000
CONSTRUCTION OBSERVATION & ADMINISTRATION (6.4)					\$200,000
LEGAL/ADMINISTRATIVE/EASEMENTS					\$194,000
TOTAL PROJECT					\$5,396,000
Notes:					
1. All costs shown are in current dollars.					
2. The Engineer maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The opinions herein for project and construction costs represent the Engineer's best judgment and are based on experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The Engineer does not guarantee the accuracy of the cost opinions which may vary from bids or actual project and construction costs.					
3. Rock excavation or undercut of unsuitable material is not included in the above cost opinion.					
4. Cost opinion based on LIDAR topographical data, aerial photography, and conceptual site plan. Revisions to cost opinions should be expected after final design is complete.					



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

RESOLUTION BY THE LENOIR CITY COUNCIL

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system projects, and

WHEREAS, The **City of Lenoir** has need for and intends to construct a drinking water distribution system project described as the Whitnel Water Transmission Main project, and

WHEREAS, The **City of Lenoir** intends to request State loan and/or grant assistance for the project,

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

That **City of Lenoir**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the **City of Lenoir** to make scheduled repayment of the loan, to withhold from the **City of Lenoir** any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Scott Hildebran, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the ____ day of _____, 2022 at Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200



CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the ____ day of _____, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022.

Signature

Shirley Cannon, City Clerk

Printed Name and Title

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item: Resolution To Authorize An Application for State Loan/Grant Assistance For The Lower Creek WWTP Equipment and Concrete Repair Project

II. Background Information: The Lower Creek WWTP Equipment and Concrete Repair Project is generally described as the replacement of the mixers and air diffusers in the basins and the repair of the basin concrete at the WWTP. Due to the current condition of this equipment and concrete and increasing maintenance concerns, it was necessary to pull these items out of a larger project identified further out in the Utilities CIP and develop a smaller project that could be funded and addressed sooner in the CIP. The estimated cost of this project in the CIP is \$3,089,000.

The resolution authorizes the application for state loan/grant funds for the project which includes construction, related engineering, inspections, and administration of the project.

III. Staff Recommendation: Staff recommends approval of the resolution to authorize an application for state loan/grant assistance for Lower Creek WWTP Equipment and Concrete Repair Project.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

RESOLUTION BY THE LENOIR CITY COUNCIL

- WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction wastewater treatment works projects, and
- WHEREAS,** The **City of Lenoir** has need for and intends to construct project described as the Lower Creek WWTP Improvements, and
- WHEREAS,** The **City of Lenoir** intends to request State loan and/or grant assistance for the project,

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

That **City of Lenoir**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the **City of Lenoir** to make scheduled repayment of the loan, to withhold from the **City of Lenoir** any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Scott Hildebran, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 5th day of April, 2022 at Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the ____ day of _____, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022.

Signature

Shirley Cannon, City Clerk

Printed Name and Title

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Renewal of an Agreement for Engineering Services, *Task Order Edition* (Master Agreement), between the City of Lenoir and Mattern & Craig, Inc. for traffic and transportation consultant services; *and*

Execution of Task Order No. 1 between the City of Lenoir and Mattern & Craig, Inc. for on-call services related to traffic and transportation consultant services.

II. Background Information:

City Council authorized entering into a two (2) year engineering services agreement with Mattern & Craig, Inc. (M&C) for traffic and traffic and transportation engineering services on March 17, 2020. The attached agreement would renew the services agreement an additional two (2) years.

The City of Lenoir Public Works Department is often engaged in roadway and traffic improvement projects, including street design and construction, sidewalk construction, greenway construction, and right-of-way acquisition associated with any of these types of projects. Given the current goals of the department, including the Morganton Boulevard greenway crossing and the potential two-way traffic conversion of Harper and West Avenue, staff continues to believe that the City needs an on-call consultant that specializes in transportation and traffic-related projects to expedite design phases of these types of projects. M & C has demonstrated expertise in these fields, has served in this role for the City for over two years, and has a demonstrated portfolio of relevant, comparable projects that include coordination with NCDOT, roadway, sidewalk, and greenway design, and construction administration.

The nature of this agreement will allow the City of Lenoir to contract with M & C for on-call engineering services, with hourly billing rates as provided in the current rate schedule. Additionally, larger project scope and deliverables can be clarified in subsequent task orders to be billed hourly or on a lump sum, to-be-determined basis. This arrangement benefits the City by expediting the design process and also allows us the opportunity to plan for expenses on more complex projects through execution of additional task orders with clearly defined terms.

III. Staff Recommendation:

Staff recommends renewal of an Agreement for Engineering Services, Task Order Edition, with Mattern & Craig, Inc.

Staff also recommends execution of Task Order No. 1 for Mattern & Craig, Inc. to provide on-call traffic and traffic and transportation engineering services in accordance with terms contained in the Master Agreement.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: *Radford Thomas*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of April 5, 2022 ("Effective Date of the Agreement") between
City of Lenoir ("Owner") and
Mattern & Craig, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or

damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order. **NOT USED**
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

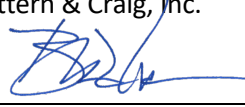
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Lenoir

ENGINEER: Mattern & Craig, Inc.

By: _____

By:  _____

Print Name: Scott Hildebran

Print Name: Brian R. Newman, PE

Title: City Manager

Title: Principal

Date Signed: April 5, 2022

Date Signed: March 29, 2022

Firm's Certificate No. : C-1154

State of : North Carolina

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Lenoir

Mattern & Craig

PO Box 958

231 16th Avenue NE

Lenoir, NC 28645

Hickory, North Carolina 28601

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Radford L. Thomas

Brian Newman, PE

Title: Director of Public Services

Title: Office Manager

Phone Number: (828) 757-2219

Phone Number: (828) 838-4139

E-Mail Address: rlthomas@ci.lenoir.nc.us

E-Mail Address: brnewman@matternandcraig.com

This is Task Order No. 008
consisting of 2 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **April 5, 2022** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **April 5, 2022**
- b. Owner: **City of Lenoir**
- c. Engineer: **Mattern & Craig, Inc.**
- d. Specific Project (title): **General Engineering Services (GES)**
- e. Specific Project (description): **General Engineering Services On-Call**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Provide engineering assistance to the Planning & Public Works Departments for General Engineering related services as requested. These services shall be defined by City staff on an hourly basis to be reported and invoiced monthly in accordance with the Fee Schedule attached as Exhibit C. Or, by lump sum as defined by subsequent Task Order defining a specific project scope of service and contract fee amount.

- B. Other Services

Engineer shall also provide the following services, if requested in conjunction with projects identified under this GES contract: General Civil Engineering, Stormwater & Drainage, Field Survey, and Structural Engineering.

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services – *Not Used*

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

5. Task Order Schedule – *Not Used*

6. Payments to Engineer

- A. Owner shall pay Engineer for hourly services rendered under this Task Order per Fee Schedule attached as Exhibit A.

7. Consultants retained as of the Effective Date of the Task Order: **Mattern & Craig, Inc.**

8. Other Modifications to Agreement and Exhibits: **None**

9. Attachments: **None**

10. Other Documents Incorporated by Reference: **None**

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **April 5, 2022**.

OWNER: City of Lenoir

ENGINEER: Mattern & Craig, Inc.

By: _____

By:  _____

Print Name: Scott Hildebran

Print Name: Brian R. Newman, PE

Title: City Manager

Title: Principal

Date Signed: April 5, 2022

Date Signed: March 29, 2022

Firm's Certificate No. : C-1154

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City of Lenoir

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Phone Number: (828) 757-2219

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E-Mail Address: rlthomas@ci.lenoir.nc.us

E-Mail Address: brnewman@matternandcraig.com

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall perform the following as directed:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the General Engineering Services will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other General Engineering Services deliverables.

A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the

revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule,

Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to

furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety

precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests*:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work,

Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCD® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer's Services

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- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

C. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.

- c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
10. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
11. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
12. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- A. The two following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): Only items expressly identified as reimbursable expenses and itemized in the details of an individual Task Order, if any.
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of May 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.1.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.2.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- G. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated April 5, 2022.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$0.10/page
Copies of Drawings	\$3.00/sheet
Mileage (auto)	\$0.58/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated **April 5, 2022**.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Employee Types	Employee Type (Category) Billing Rate (\$/Hr.)
Sr. Principal	\$ 245.00
Principal	\$ 210.00
Sr. Division Manager	\$ 200.00
Division/Office Manager	\$ 175.00
Sr. Engineering Specialist	\$ 170.00
Sr. Project Manager	\$ 160.00
Project Manager	\$ 145.00
Engineering Specialist	\$ 130.00
Sr. Construction Manager	\$ 130.00
Sr. Survey Manager	\$ 125.00
Lead Project Engineer	\$ 120.00
Survey Manager	\$ 120.00
Construction Manager	\$ 120.00
Survey Supervisor	\$ 115.00
Project Engineer	\$ 105.00
Sr. Engineering Technician	\$ 100.00
Sr. Design Technician	\$ 95.00
Associate Engineer	\$ 95.00
Graduate Engineer	\$ 85.00
Sr. Resident Project Representative (Sr. RPR)	\$ 85.00
Survey Crew Chief	\$ 80.00
Sr. Administrative Assistant	\$ 75.00
Resident Project Representative (RPR)	\$ 70.00
Design Technician	\$ 70.00
Survey Field Technician II	\$ 65.00
Assistant RPR	\$ 60.00
Administrative Assistant	\$ 60.00
Survey CAD Technician	\$ 60.00
Survey Field Technician I	\$ 55.00
Intern	\$ 45.00

Employee Type (Category) Billing Rates listed above are valid through May 31, 2022. On June 1, 2022, Employee Type (Category) Billing Rates may be adjusted to meet market conditions.

Vehicle mileage will be charged at the published Std. IRS Mileage rates unless modified by individual contract language. All other Direct Project Expenses (i.e., Copying, Shipping, Postage, Meals, Lodging, Supplies, etc.) will be invoiced at cost. All subconsultants' charges will be invoiced at a rate of 1.15 times the amount of the subconsultant's invoice. Direct Project Expense and Subconsultant mark-ups may be modified by individual contract language.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative –

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison:*

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated ____, ____, and the following terms and conditions of this Notice.

Exhibit E – Notice of Acceptability of Work

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and American Society of Civil Engineers. All rights reserved.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$500,000
 - 2) Bodily injury by disease, each employee: \$500,000
 - 3) Bodily injury/disease, aggregate: \$500,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$4,000,000
 - 2) Annual Aggregate: \$4,000,000
 - g. Other (specify): NONE

Exhibit G - Insurance

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and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by ***a mediator certified pursuant to the guidelines for the certification of mediators established by the Dispute Resolution Commission of the North Carolina Judicial Branch***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the amount of the Engineers compensation under this Agreement.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 5, 2022.

Special Provisions

Agreement is/are amended to include the following agreement(s) of the parties: Attachment J1 - "First Amendment to Task Order Agreement".

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 5, 2022.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____



April 2022



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 3:00 p.m. - 9:00 p.m. Cruise-In (Downtown)
3	4	5 5:00 p.m. Ribbon Cutting-Hotel Street 6:00 p.m. City Council	6 9:00 a.m. Staff Meeting 2:00 p.m. ABC Board	7	8	9
10	11 Noon - City/County Services Committee	12 8:00 a.m. EDC	13 NCLM Essentials of Municipal Govern. (Asheville, NC)	14 4:00 p.m. LTDA 6:00 Lenoir Bus. Adv. Board NCLM Essentials	15 Good Friday! City Offices Closed	16
17	18	19 6:00 p.m. City Council	20 9:00 a.m. Staff Meeting	21	22	23
24	25 5:30 p.m. Planning Board 6:00 p.m. Rec. Board (Mulberry Rec. Ctr.)	26 NCLM City Vision (Wilmington, NC)	27 NCLM City Vision (Wilmington, NC)	28 NCLM City Vision (Wilmington, NC)	29	30
		Notes for May				
		City offices will be closed on Monday, May 30 in observance of Memorial Day.				

Board Appointment List for Vacant Terms for the Planning Board, which will expire June 2023. These vacancies were announced at the March 15 Council meeting.

Planning Board:

Michael Careccia	Expires June 2023
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Kyle Case	Expires June 2023
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Notice of Re-Appointment

Foothills Regional Airport Authority

Charles Thomas	2-year term	Expires June 30, 2024
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