

**AGENDA
CITY OF LENOIR
COMMITTEE OF THE WHOLE
801 WEST AVENUE
TUESDAY, OCTOBER 25, 2022
8:30 A.M.**

I. CALL TO ORDER

II. CITIZEN COMMENT

III. COMMITTEE ITEMS

A. Update; Public Services – Radford Thomas, Public Services Director

1. Engineering Services Contract; McGill Associates: Staff recommends City Council approval to enter into a contract for engineering services with McGill Associates for the Finley Area Water System Improvements Project as submitted.
2. Software Service Agreement; Norfield Development Partners, LLC: Staff recommends City Council approval of the Norfield Online Locator Ticket Management Contract between the City of Lenoir and Norfield Development Partners, LLC as submitted.

B. Update; Public Works/Public Utilities

V. COMMUNITY DEVELOPMENT

A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, October 13. Minutes of the September 8, 2022 meeting are submitted as information. Kaylynn Horn, Main Street & Economic Development Director, will present a report of current projects.

1. Social District Operations & Management Plan: Staff recommends City Council approval of the Social District Operations & Management Plan as submitted.

B. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, October 13. Minutes of the June 30, 2022 meeting are submitted as information. Kaylynn Horn, Main Street & Economic Development Director, will present a report of current projects.

C. Planning Board: The Planning Board is scheduled to meet on Monday, October 24. Jenny Wheelock, Planning Director, will present an update on the meeting and current projects.

D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, October 17 at Mulberry Recreation Center. Minutes of the

- 2 meeting are submitted as information. Kenny Story, Parks & Recreation Director, will present updates on current activities.

VI. FINANCE & ADMINISTRATION

A. Update –Donna Bean, Finance Director

1. September Financial Summary
2. Horticulture Specialist Position: Finance Director Donna Bean recommends City Council approve the addition of the Horticulture Specialist position. This position oversees the landscape operations and performs technical horticulture duties throughout the City of Lenoir’s public properties. (Refer to the attached job description for additional information.)
3. Personnel Policy Amendment: Finance Director Bean recommends City Council approve the updates to the Personnel Resolution as presented. (Refer to the amendments as outlined in red within the policy.)
4. Consideration of Employee Holiday Bonus

B. Update; Public Communications –Joshua Harris, Public Information Officer

1. September Communications Report
2. Customer Service Monthly Report (September & October)

VII. PUBLIC SAFETY

A. Update; Police Department – Brent Phelps, Police Chief

1. Resolution; Surplus Property; Staff requests approval of a resolution declaring a badge and service weapon {Sig Sauer Model P220R .45 caliber (Serial Number 3 7 B 0 5 2 6 1 2)} as surplus property as requested by the Police Department.

B. Update; Fire Department – Ken Hair, Fire Chief

1. Third Quarter Report for (July, August & September) - Ken Hair, Fire Chief

VIII. OTHER

A. November Calendar

- B. The Dysart-Kendall American Legion Post 29 will host a Veteran’s Day Ceremony on Friday, November 11 beginning at 11:00 a.m. at the Veteran’s Plaza on the square.

IX. ADJOURN

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Engineering Service Contract With McGill Associates – Finley Area Water System Improvements Project

Background Information: The City of Lenoir proposes to accomplish certain work for the Project entitled Finley Area Water System Improvements. This project is generally described as the installation of a 150,000 gallon elevated water tank, a duplex booster pump station, 15,000 linear feet of water lines and water line replacements, water service reconnections, fire hydrants, and all related appurtenance to create a new pressure zone in the Finley area.

The City has been informed by the NCDEQ that this project has been determined eligible to receive funding and should receive the confirmation letter within the next several days. This project has been identified for several years on the Utilities CIP. The estimated project cost is approximately \$6.3 million.

- II.** McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project. McGill and Associates has provided a contract for services to provide the engineering services throughout this project.

The cost summary for the project services is as follows:

Design and Permitting Phase	\$338,000
Bidding and Award Phase	\$18,000
Construction Phase	\$276,000
Funding Administration	\$35,000
Post Construction Phase	<i>Hourly Basis</i>

- III. Staff Recommendation:** Staff recommends City Council approval to enter into a contract for engineering services with McGill Associates for the Finley Area Water System Improvements Project.

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2022, by and between the **City of Lenoir** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to accomplish certain work for the Project entitled **Finley Area Water System Improvements** generally described as the installation of a 150,000 gallon elevated water tank, a duplex booster pump station, 15,000 linear feet of water lines and water line replacements, water service reconnections, fire hydrants, and all related appurtenance to create a new pressure zone.

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

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

SECTION 2 - BASIC SERVICES

2.1 DESIGN PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Conduct a route survey to provide topography of the proposed work area and to locate existing structures and conflicts.
- 2.1.3 Review preliminary design with OWNER for concurrence and acceptance.
- 2.1.4 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.1.5 Prepare bid documents, contract documents, technical specifications, and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Preliminary Engineering Report.
- 2.1.6 Prepare final design calculations for submission to review agencies.
- 2.1.7 Prepare and submit permit application and supporting documents to Public Water Supply Section to assist in obtaining the construction approval.
- 2.1.8 Prepare and submit permit application and supporting documents to Land Quality Section to assist in obtaining the erosion and sediment control approval, if required.
- 2.1.9 Respond to review agency comments and modify documents as necessary to achieve permit approvals.
- 2.1.10 Perform internal quality control and constructability reviews of the project.
- 2.1.11 Prepare an opinion of probable cost after submission of plans and specifications for permitting and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.12 Submit final design plans to OWNER for concurrence and acceptance for bidding.
- 2.1.13 Furnish up to one (1) hard copy and one (1) electronic copy of the final design documents to the OWNER.

2.2 BIDDING AND AWARD PHASE

Upon written authorization from OWNER, ENGINEER shall:

- 2.2.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.2 Schedule a Pre-Bid Conference with all prospective bidders and the OWNER to address the project requirements and receive questions.
- 2.2.3 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.

- 2.2.4 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3 FUNDING ADMINISTRATION

- 2.3.1 Review Contractor and OWNER documentation of DBE solicitations and Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.3.2 Prepare Project Bid documentation and coordinate with funding agency to secure approval of the funding contract.
- 2.3.3 Review all documentation submitted by the Contractor for reporting of compliance with funding requirements.
- 2.3.4 Review pay applications for approval and release of funds by the funding agency.
- 2.3.5 Review Davis-Bacon wage rate documentation as necessary.

2.4 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, and upon written authorization from OWNER, ENGINEER shall:

- 2.4.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. 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 General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.4.2 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, and endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.4.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR), 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 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 Contract Documents. 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 Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.4.4 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. 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 quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any 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 this Agreement and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

- 2.4.5 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4.6 The total construction contract time is assumed to be twelve (12) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional requested CFR time will be considered Additional Services under Section 3 of this Agreement.
- 2.4.7 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.4.8 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.4.9 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, DWI, and Contractor.
- 2.4.10 In company with OWNER's representative, conduct a final observation visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

- 2.4.11 Schedule construction progress meetings as needed during active work periods with the OWNER, DWI, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
- 2.4.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.4.14 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.15 Coordinate and track the testing of infrastructure and placing same into service for the project. Additional visits required due to work not being ready for testing, retesting, or Contractor scheduling conflicts shall be considered Additional Services.
- 2.4.16 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.4.17 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.4.18 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.4.19 Prepare for the OWNER a set of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. One (1) hard copy and one (1) electronic PDF copy of the record drawings will be furnished to the OWNER.
- 2.4.20 Provide or make available all Project files and information to effect project closeout.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 Preparing easement maps or plats.
- 3.5 Performing acquisition services for properties and/or easements.
- 3.6 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning, Design, and Permitting Phase.
- 3.7 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.8 Providing construction materials testing services.
- 3.9 Evaluation of unsuitable subgrade materials during construction.
- 3.10 Reviewing Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.11 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.12 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

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

SECTION 5 - PERIOD OF SERVICES

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

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

Design and Permitting Phase	\$338,000
Bidding and Award Phase	\$18,000
Construction Phase	\$276,000
Funding Administration	\$35,000

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

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

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 CHOICE OF LAW

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

7.4 OPINIONS OF PROBABLE COSTS

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

7.5 INSURANCE AND CLAIMS

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

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

7.6 SUCCESSORS AND ASSIGNS

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

7.7 INDEMNIFICATION

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

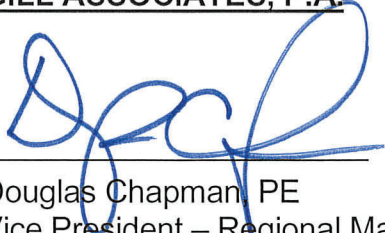
7.8 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: _____


Douglas Chapman, PE
Vice President – Regional Manager

CITY OF LENOIR

ATTEST: _____

Shirley M. Cannon
City Clerk

By: _____

Scott Hildebran
City Manager

PRE-AUDIT CERTIFICATION:

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

By: _____

Donna Bean, Finance Director
City of Lenoir

APPROVED AS TO LEGAL FORM:

By: _____

Timothy J. Rohr – Wilson, Lackey, Rohr, & Hall, P.C.
City Attorney

ATTACHMENT "A"
BASIC FEE SCHEDULE

August 2022

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$245			
Principal – Regional Manager – Director	\$210	\$215	\$230	\$235
Practice Area Lead	\$180	\$195	\$210	\$220
Senior Project Manager	\$195	\$205	\$210	\$215
Project Manager	\$165	\$175	\$180	\$185
Project Engineer	\$125	\$135	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$120	\$145	\$160
Engineering Technician	\$100	\$115	\$120	\$130
CAD Operator – GIS Analyst	\$80	\$90	\$100	\$105
Construction Services Manager	\$130	\$150	\$170	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Financial Services Manager	\$125	\$135	\$145	\$155
Grant Administrator	\$110	\$120	\$135	\$145
Construction Field Representative	\$85	\$100	\$105	\$115
Environmental Specialist	\$85	\$95	\$100	\$105
Administrative Assistant	\$75	\$80	\$90	\$105

1. EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

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

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve Norfield online locator ticket management services contract.

Background Information: The online locator ticket management service works in conjunction with the local 811 service. The use of the Norfield system will assist the public utilities department in the organization and record keeping of location jobs.

- II. Staff Recommendation:** Staff recommends City Council approve the Norfield online locator ticket management contract as presented.

III.

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: 



SOFTWARE AS A SERVICE AGREEMENT

This **Software As a Service Agreement** (the “Agreement”) is made as of September 29, 2022, (“Effective Date”) between City of Lenoir with principal offices at 510 B Greer Circle SW, Lenoir, NC 28645 (“Customer”) and Norfield Development Partners, LLC, a Delaware corporation, with its principal office at 181 Main Street Norwalk, CT (“Norfield”).

And

The Customer wishes to obtain access to the SaaS Services AND Services from the Company, which the Company agrees to provide as per the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

BY ACCEPTING THIS AGREEMENT, IN COMPLIANCE WITH NORTH CAROLINA LAW, THE CUSTOMER AGREES TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN THE CUSTOMER AND NORFIELD AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO THE CUSTOMER HEREUNDER. IF THE UNDERSIGNED IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE UNDERSIGNED REPRESENTS THAT THE CUSTOMER HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, THE CUSTOMER MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND THE CUSTOMER MAY NOT USE THE SERVICES.

SECTION 1. DEFINITIONS.

1.1 “Affiliates” means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder.

1.2 “Agreement” means the Software As A Services Agreement, any applicable Product Addendum, and the Order Form.

1.3 “Devices” means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through the Services are used and/or on which the Software is installed.

1.4 “Documentation” means the official user documentation prepared and provided by NORFIELD to the Customer on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers, or related media; or feedback do not constitute Documentation.

1.5 “Order Form” means the NORFIELD order page, product information dashboard, or other NORFIELD ordering document that specifies the Customer purchase of the Services, pricing, and other related information.

1.6 “Product Addendum(a)” means additional terms and conditions set forth in Section 16 that relate to the applicable Services, Software, or Documentation.



1.7 “Services” means the products and software services, including any application programming interface that accesses functionality, that are provided to the Customer by NORFIELD.

1.8 “Software” means the object code versions of any downloadable software provided by NORFIELD solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by NORFIELD to the Customer pursuant to this Agreement.

1.9 “User” means the list of persons authorized by NORFIELD to use the Services, Software, and Documentation. User(s) may only include the Customer employees, consultants, and contractors.

1.10 “The Customer Data” means data, files, or information accessed, used, communicated, stored, or submitted by the Customer or the Users related its use of the Services or Software.

SECTION 2. PROVISION OF SERVICES.

2.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, NORFIELD hereby grants the Customer a limited, nonexclusive, non-transferable access, to use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). NORFIELD may deliver the Services or Software to the Customer with the assistance of its Affiliates, licensors, and service providers. The Customer may provide, make available to, or permit the Users to use or access the Services, the Software, or Documentation, in whole or in part, solely for the purpose of the Company’s internal business operations.

SECTION 3. LICENSE RESTRICTIONS, OBLIGATIONS AND GRANTS.

3.1 Subject to the terms and conditions of this Agreement, NORFIELD grants to Customer during the Term of this Agreement the nontransferable, nonexclusive right to permit Users access. License Restrictions. The Customer may not (i) provide, make available to, or permit individuals other than the Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for back-up or archival purposes, which will not be used for transfer, distribution, sale, or installation on the Customer’s Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of NORFIELD; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by NORFIELD; (vii) license the Services, Software, or Documentation if the Customer is a direct competitor of NORFIELD for the purposes of monitoring the availability, performance, or functionality or for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (“Viruses”); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party’s use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.



3.2 The Customer Obligations. The Customer acknowledges, agrees, and warrants that: (i) The Customer will be responsible for the Users' activity and compliance with this Agreement, and if the Customer become aware of any violation, the Customer will immediately terminate the offending User's access to the Services, Software, and Documentation and notify NORFIELD; (ii) the Customer will comply with all applicable local, state, federal, and international laws; (iii) the Customer will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) the Customer will install only the Software which is licensed hereunder; (v) the Customer have obtained sufficient consent and rights to access, use and store the Customer Data and any other system or network and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) the Customer will keep the Customer registration information, billing information, and technical data accurate, complete, and current for as long as the Customer subscribe to the Services, Software and Documentation.

SECTION 4. PROPRIETARY RIGHTS.

4.1 Ownership of NORFIELD Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by NORFIELD to the Customer, the Customer acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to NORFIELD or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives the Customer no rights to such content, including use of the same. NORFIELD and its Affiliates are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by the Customer or the Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by NORFIELD.

4.2 Ownership of The Customer Data. The Customer and the Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to the Customer Data. NORFIELD's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to the Customer Data are implied.

SECTION 5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and end thirty-six (36) months after the Effective Date (the "Initial Term"). Thereafter, the Term will automatically renew for additional successive twelve (12) month terms (each "Renewal Term" and collectively the "Initial Term", the "Term"). Either Party may forego automatic renewal of this agreement by giving the other Party at least thirty (30) days written notice of termination prior to the expiration of the then-current Term.



5.2 The Customer Termination Rights.

5.2.1 The Initial Term. Customer may terminate this contract at any time and for any reason by giving written notice of termination to Norfield no less than thirty (30) days prior to the effective date of termination. If the Customer terminates this contract by giving such notice, the Customer will remain responsible for paying for all services Norfield provides through the effective date of termination. If the Customer has made any advance payments for services Norfield is to provide after the effective date of termination, Norfield will refund the pro rata amount of such advance payments. If the Customer terminates this contract by giving such notice, then from the effective date of termination neither party will have any further obligation to the other except for those obligations that would have survived the end of the contract period.

5.3 NORFIELD Suspension or Termination Rights. NORFIELD may suspend or terminate this Agreement upon thirty (30) day prior written notice or immediately if the Customer become subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; the Customer infringes or misappropriates NORFIELD's intellectual property; or pursuant to the receipt of a subpoena.

5.4 Effect of Termination. The Customer will retrieve the Customer Data or copies of the Customer Data from NORFIELD prior to the effective termination date. Upon termination of this Agreement, the Customer acknowledges and agrees that NORFIELD will delete the Customer Data. The Customer Data, once deleted, is not able to be recovered. Without prejudice to any other rights, upon termination, The Customer must cease all use of the Services, Software, and Documentation and destroy or return (upon request by NORFIELD) all copies of the Services, Software, and Documentation. Sections 1, 3, 4, 5.4, 7, 8, 10, 11, 12, 13, 14, 15, and 16 (if applicable) shall survive any termination or expiration of this Agreement.

SECTION 6. UPGRADING/DOWNGRADING ACCOUNT TYPE.

The Customer may, at anytime during the Term, upgrade or downgrade to a different NORFIELD account type. The change in account type will take effect immediately. After an upgrade in account type, the Customer will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by what the amount the Customer have already paid for the applicable Term. In regard to a downgraded account type, the Customer will be credited on the next statement for the reduced fees due under the downgraded account type.

SECTION 7. FEES AND PAYMENT.

7.1 Price: Customer shall pay monthly license and subscription fee and one-time set up and configuration fee set forth in Price A. Payment shall be made by Customer to NORFIELD in full without any right of set-off or deduction except as set out in Section 6, and Customer shall pay the Price and such costs within 30 days from the date of invoice.

7.2 Tax: Customer shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon NORFIELD's income. In the event that NORFIELD pays any such taxes on behalf of Customer, NORFIELD shall invoice Customer for such taxes and Customer agrees to pay such taxes in accordance with this Agreement.

7.3 Interest: Failure by Customer to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Customer liable to pay NORFIELD interest at the rate of 1.5% per month on the remaining amount due, or at the highest amount permitted by



applicable law such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.

SECTION 8. TAXES.

All fees are exclusive of taxes, and the Customer shall pay or reimburse NORFIELD for all taxes arising out of transactions contemplated by this Agreement. If the Customer is required to withhold any tax for payments due, the Customer shall gross the Customer payments to NORFIELD so that NORFIELD receives sums due in full, free of any deductions. The Customer will provide documentation to NORFIELD showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on NORFIELD's income), export and import fees, customs duties and similar charges imposed by any government or other authority. The Customer hereby confirms that NORFIELD can rely on the name and address that the Customer provide to NORFIELD when the Customer agree to the fees or in connection with the Customer payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where the Customer has established the Customer business.

SECTION 9. DATA; DATA PROTECTION.

9.1 Data. NORFIELD agrees that the Customer Data, if categorized in accordance with Section 9, shall be treated as confidential by NORFIELD. The Customer agree that the Customer and Users are responsible for maintaining and protecting backups of the Customer Data directly or indirectly processed using the Services and that NORFIELD is not responsible for exportation of, the failure to store, the loss, or the corruption of the Customer Data. The Customer agrees that NORFIELD and its Affiliates will collect, access, process, and use technical and related information about the Customer and the Users' use of the Services and Software, including the Customer internet protocol address, the hardware and software that the Customer utilizes, and various usage statistics, to assist with the necessary operation and function of the Services and Software and to facilitate in the provision of updates, support, invoicing, marketing, and research and development. NORFIELD may remove the Customer Data or any other data, information, or content of data or files used, stored, processed or otherwise by The Customer or the Users that NORFIELD, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

9.2 Data Protection. Each party shall comply with its respective obligations under applicable data protection laws. The Customer and Users warrant that through Customer's use of the Services during the Term: (i) in respect of the personal data the Customer or the Users collect, use, process, access, or disclose, the Customer alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; and (ii) the Customer warrants that it has obtained all necessary consents from Users or any other third party required under applicable law: (a) to disclose or process their personal data to NORFIELD, its Affiliates or their respective agents and (b) for NORFIELD, its Affiliates or their respective agents to collect, use, process, access, or disclose the personal data set forth herein or as otherwise designated by the Customer or Users. The Customer agrees that the Customer, the Users', and any third party personal data provided to NORFIELD, its Affiliates or their respective agents may be stored, transferred, and processed by NORFIELD, its Affiliates or their respective agents in any country in which NORFIELD, its Affiliates or their respective agents maintain

facilities or personnel, and the Customer and the Users consent to any such transfer of the personal data outside of the Customer (or the Users') country. The Customer warrants and undertakes that any



instructions given by the Customer to NORFIELD, its Affiliates or their respective agents will be in accordance with applicable law.

SECTION 10: WARRANTIES

10.1 Warranty of Functionality. NORFIELD warrants to Customer during the Term of this Agreement that the Service will comply with the material functionality described in the Software Materials and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. Customer's sole and exclusive remedy for NORFIELD'S breach of this warranty shall be that NORFIELD shall use commercially reasonable efforts to correct such errors or modify the Service to achieve the material functionality described in the Software Materials within a reasonable period of time. However, NORFIELD shall have no obligation with respect to this warranty claim unless notified of such claim within (15) days of the first material functionality problem. Further, NORFIELD shall have no obligation with respect to this warranty claim, and Customer may not terminate the Agreement, where any alleged nonconformity is due to User error as reasonably determined by the parties after investigation and analysis by NORFIELD's Product Support Center. NORFIELD does not warrant that the Service will be free of non-material errors, bugs, or minor interruption, or that all such errors will be corrected.

10.2 Data Maintenance and Backup Warranty. NORFIELD warrants during the Term of this Agreement, that it will, at a minimum, utilize and maintain the backup procedures. In the event of a breach of this provision, NORFIELD will use commercially reasonable efforts to correct Customer Data or restore Customer Data within five (5) business days (or as otherwise agreed in writing between the parties depending upon the back-up options selected by Customer). Provided NORFIELD complies with the agreed to procedures, it shall be deemed to have satisfied its obligation with respect to this warranty.

10.3 Non-Infringement Warranty. NORFIELD warrants that it is the sole owner of and or has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein, will in any way constitute an infringement or other violation of any U. S. copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

10.4 DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE STATED IN SECTION 10 ABOVE, NORFIELD DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY NORFIELD OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY

VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A



PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSE.

SECTION 11. CONFIDENTIAL INFORMATION.

As used in this Agreement and to the extent permitted by NC Law, and subject to North Carolina's public records law, Chapter 132, "Confidential Information" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. NORFIELD Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party. The receiving party to the extent permitted by NC Law and subject to North Carolina's public records law, Chapter 132 will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party without such restrictions prior to receipt from the disclosing party; (v) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

SECTION 12. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS IS AVAILABLE" BASIS. NORFIELD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT. NORFIELD DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET THE CUSTOMER REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. THE CUSTOMER ACCESS, INSTALLATION, AND USE OF THE SOFTWARE AND SERVICES ARE AT THE CUSTOMER SOLE DISCRETION AND RISK, AND THE CUSTOMER ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE CUSTOMER DEVICE(S) OR THE LOSS OR CORRUPTION OF THE CUSTOMER DATA. NORFIELD ALSO SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH THE



CUSTOMER MAY UTILIZE THE SERVICES AND SOFTWARE, AND THE CUSTOMER SPECIFICALLY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS THE CUSTOMER MAY HAVE AGAINST NORFIELD WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SECTION 13. INDEMNIFICATION.

13.1 NORFIELD Indemnification. NORFIELD will indemnify, defend, and hold the Customer harmless from any third party claim brought against the Customer that the Services, as provided by NORFIELD, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by the Customer or Users is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by NORFIELD. NORFIELD indemnification obligations are contingent upon the Customer: (i) promptly notifying NORFIELD in writing of the claim; (ii) granting NORFIELD sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing NORFIELD with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states NORFIELD's entire liability (and shall be the Customer's sole and exclusive remedy) with respect to indemnification to The Customer.

13.2 The Customer Indemnification. TO the extent permitted by NC law, The Customer agrees to indemnify, defend, and hold harmless NORFIELD, its Affiliates and their respective, directors, employees, and agents from and against any claims asserted by any third party arising out of or due to: (i) the Customer Data; (ii) the Customer (or the User's) breach of this Agreement; (iii) the Customer (or the User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property rights, or any applicable laws, or (iv) the Customer (or the User's) misuse of the Services, Software, or Documentation.

SECTION 14. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL NORFIELD, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF NORFIELD, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO THE CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO NORFIELD UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.



SECTION 15. THIRD PARTY PROGRAMS.

The Customer may receive access to third party programs through the Services or Software, or third party programs may be bundled with the Services or Software. These third party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to the Customer's use of the third party programs. Nothing in this Agreement limits the Customer or the Users' rights under, or grants the Customer or the User rights that supersede, the terms of any such third party program.

SECTION 16. GENERAL.

16.1 Notices. All notices to Norfield must be in writing and shall be mailed by registered or certified mail to Norfield Development Partners, LLC, 181 Main Street Floor 2 Suite #2, Norwalk, CT 06851. All notices to the Customer must be in writing and mailed by registered or certified mail to 510 B Greer Circle SW, Lenoir, NC 28645.

16.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other NORFIELD terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by The Customer, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

16.3 Export Control Laws. The Services, Software, and Documentation delivered to the Customer under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. The Customer shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. The Customer agree that the Customer are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that the Customer will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

16.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified except in a writing signed by authorized representatives of each party.

16.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision shall be deemed replaced by a provision that is binding and enforceable and that differs as little as possible from the unenforceable provision, with considerations of the object and purpose of this Agreement.

16.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver.

16.7 Force Majeure. NORFIELD will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.



16.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

16.9 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Norfield and venue in Caldwell County, North Carolina hereby consents to jurisdiction of the state of North Carolina.

16.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

WHEREAS, the parties have executed this agreement in counterparts, each of which shall be deemed an original, effective as of the date written above.

NORFIELD DEVELOPMENT PARTNERS, LLC ("NORFIELD")

By: CHRISTOPHER LEBLANC

Title: PRESIDENT & CEO

Date: _____

CITY OF LENOIR ("THE CUSTOMER")

By: _____

Title: _____

Date: _____



Schedule A

Price



QUOTE

Norfield

181 Main Street
Norwalk, CT 06851
(203) 849-0292

DATE September 15, 2022
CUSTOMER ID City of Lenoir
EXPIRATION DATE October 15, 2022
QUOTE # 1

Customer Info

City of Lenoir
Derek Goble
510 B Greer Circle SW
Lenoir, NC 28645

SALESPERSON	PRODUCT	PAYMENT TERMS OPTIONS	DUE DATE
Jennifer Rodriguez	Norfield LOCATOR LOGIX	Opt 1- Quarterly Fee Opt 2- Annual Fee	10/15/22

Select Option 1 or 2	DESCRIPTION	UNIT PRICE	LINE TOTAL
	LOCATOR LOGIX		
Opt 1	Quarterly Fee (SaaS) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with up to 1,000 tickets annually	\$ 108.00	\$ 108.00
Opt 2	Annual Fee (SaaS) The Locator LOGIX product is provided on Norfield cloud servers for use by customer with up to 1,000 tickets annually	\$ 375.00	\$ 375.00
Setup and Config	Setup and Configuration: The Setup and configuration costs provide for the standard setup and configuration of the Locator LOGIX product. -One Call Center Configuration -Company Set-up and Configuration -Member Code Set-up -Ticket email destination configuration This does not include additional product customizations, APIs, or custom reports.		\$ 100.00
Discount: Setup & Configuration	DISCOUNT EXPIRES OCTOBER 15, 2022		\$ (100.00)
Limited Time Promotion Value	Limited Time Promotion - 15 Month Term (applies to both quarterly & annual options)		\$ (93.00)

Terms and Conditions:

- Prices quoted are in USD and exclude applicable tax
- Any changes to agreed upon scope may require a new quote or additional fees
- This quotation is for the services named and are subject to the conditions and requirements above
- Annual ticket transmissions totals will be assessed annually to determine if pricing tier is still accurate
- By signing this quote, you approve that estimated annual ticket volume of organization falls within the correct annual pricing tier

To accept this quotation, sign and return:

THANK YOU FOR YOUR BUSINESS!

Lenoir Business Advisory Board Meeting

Meeting Minutes

9/8/2022

Meeting Attendance

Board Members PRESENT	Board Members ABSENT	Ex-Officio Members PRESENT	Ex-Officio Members ABSENT
1. Mark Transou- Chair	1. Gonzalo Vazquez	1. Joe Gibbons	
2. Dana Clark	2.		
3. Glenda Wilson	3.		
4. Darin McKinney	4.		
5. Jennifer Indicott	5.		
6. Margaret Forney	6.		
7. Tim Biddix	7.		
8. Matt Underwood			
9. Tyler Reese			
10. Kimmie Rogers			
11. John Moore			
12. Patrick Longano			
13. Sean Williams			

Staff Members PRESENT	
1. Kaylynn Horn	3. Lauren Hartley
2. Scott Hildebran	4. Matthew Anthony

Mark Transou called the meeting to order.

Approval of Minutes

Upon a motion from Dana Clark, seconded by Matt Underwood the May 12, 2022 minutes were unanimously approved.

Report from Grants Committee

The Grants committee updated that two applications are being completed for the B.U.I.L.D grant. The National Main Street NPS grant date has been extended. We have awarded one so far for 814 Harper Ave. (Salt Cave) for façade improvements.

Lenoir Main Street Committee Update

- o Main Street Coordinator, Matthew Anthony gave an update on the upcoming events for September-December. It will be a very busy time, the events held so far have been well attended.
- o The Social District will go before City Council on October 4th.
- o A Downtown Master Plan is being done to help guide future development in the downtown area.

Updates form Mayor Gibbons and City Manager Scott Hildebran

- o The City was awarded a \$500,000 grant from the North Carolina Parks and Recreation Trust Fund to build a new splash pad and make other improvements at the Lenoir Aquatic Center and Lenoir Rotary Soccer Complex.
- o The Campus is working on improvements at the auditorium and gymnasium. They have been busy with performances with Foothills Performing Arts.
- o The Lenoir Rotary donated \$30,000 to help pay for new lights at Mack Cook Stadium.
- o The City has partnered with the local Cooperative Extension Office and North Carolina State University to build a Regenerative Stormwater Conveyance. The project is being funded with a \$240,000 Environmental Protection Agency grant.

- o The City has two new hires, Jeff Church- Public Utilities Operations Manager and Jon Hogan-Public Works Operation Manager.
- o New construction and development for residential and Dairy O, Popeye's, Chipotle, and Aspen Dental.
- o The Kattz Corner apartments in Lower Creek will be opening soon.
- o A Conditional Zoning District was approved for a development behind Lowes Hardware.
- o The Highland Thistle Bed and Breakfast will have a soft opening.
- o The Lenoir High School 100 year reunion will be held October 1st.
- o New downtown businesses including Buckin Babe Boutique and Rum Bar.
- o Blue Bell was honored for their historic preservation with Preservation North Carolina.

Meeting adjourned.



MAINTENANCE AND OPERATIONS PLAN

UPDATED: OCTOBER 22, 2022

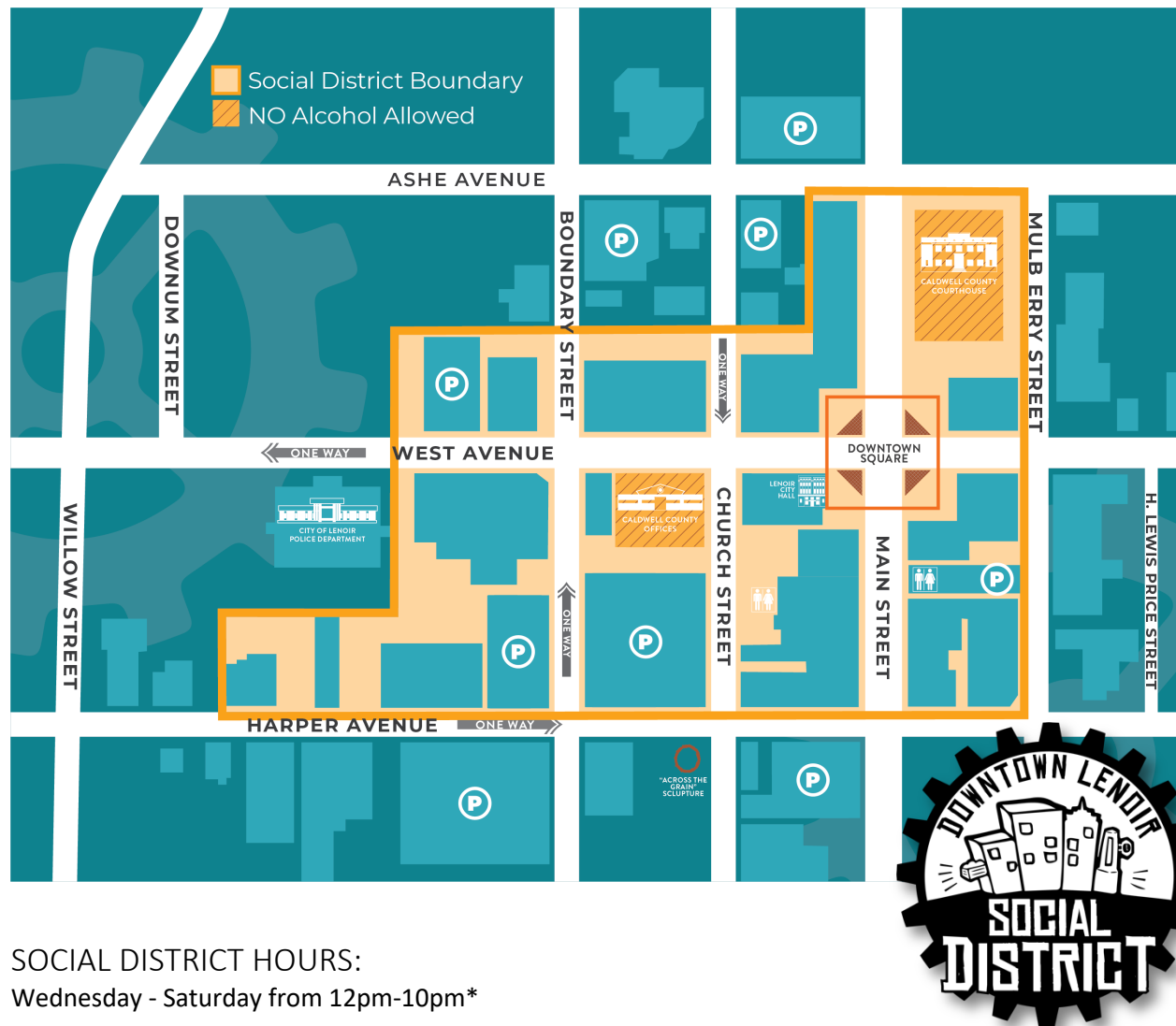


QUICK FACTS

A “Social District” is essentially an exception to NC's open container law. When a local government designates a defined geographic area as “social district,” alcoholic beverages purchased from businesses with valid ABC permits in the district can be carried and consumed throughout the district, in accordance with local and state law.¹

DOWNTOWN LENOIR SOCIAL DISTRICT

BOUNDARY MAP



SOCIAL DISTRICT HOURS:

Wednesday - Saturday from 12pm-10pm*

*These days/hours may be extended for special events

¹ Session Law 2021-150, NCGS XXXXXXXX, City of Lenoir Code of Ordinances Ch.13 SecXXXX

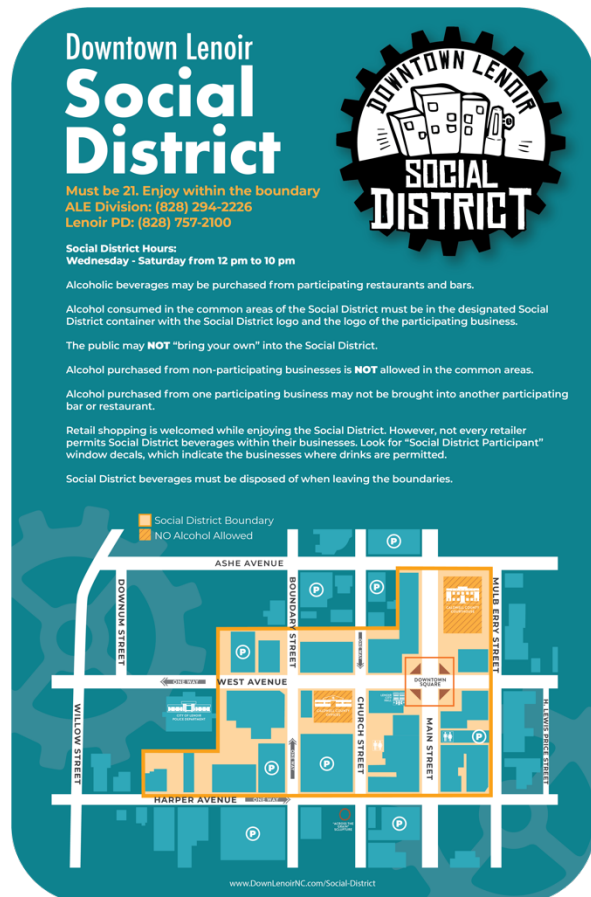
DISTRICT LOGOS AND SIGNAGE:

All signage and promotional materials will be branded using the same logo and design themes, in order to present a cohesive district and program to the public. The following logo will appear on all signs, decals, and promotions:



BOUNDARY SIGNS

Signs will be installed in key locations within the district and along the boundaries – the signs will be sized and located to be visible to pedestrians while remaining unobtrusive to driver's visibility and the overall attractiveness of the district. QR codes will be used when appropriate to give patrons an easy way to access additional information on the City's website.



WINDOW SIGNS:

The following three Social District window decals will be provided to business by the Downtown Lenoir Main Street department.

Participating Businesses (without alcohol sales): Any location within or contiguous to the Social District can "opt in" to the program by registering with the City of Lenoir Main Street office, located on the 3rd floor of City Hall. This decal **MUST** be displayed for patrons to enter with alcohol, and businesses displaying this decal must follow the rules of the Social District.



Non-Participating Businesses

Businesses who do not wish to participate by allowing for alcohol beverages within their establishments do not have to do anything at all. If a business is having trouble keeping patrons with alcohol out, or would like to match the branding of the district but limit participation, the City will provide these window decals upon request.



Businesses Selling Alcohol

A Permit from the City of Lenoir Planning Department is required for businesses who have ABC permits and want to participate by selling beverages into the District. Specific rules apply to these businesses, a copy of the maintenance and operations plan and window decal will be provided upon permitting.



Note: Individual businesses may also need additional signage to ensure compliance with the rules of the Social District. For example, signs stating "No Outside Alcohol" at the entrances of businesses who sell alcohol, or signs on rear exits of participating businesses stating "No Alcohol Beyond This Point" may help staff better enforce the district rules. Businesses with questions should consult with the Downtown Lenoir Main Street office and the Lenoir Police Department on how to best manage their specific locations.

GENERAL RULES

- Alcoholic beverages may only be consumed in the Social District Wednesday – Saturday from 12:00 PM to 10:00 PM.
- No outside alcohol is permitted within the district. All alcoholic beverages must be purchased from establishments located within or contiguous to the district and must be consumed within the District.
- Any alcoholic beverages consumed in the social district must be consumed from the required social district container. A person cannot pour their wine, beer or liquor into a solo cup or any type of container other than the one meeting all the requirements for social district and sold by a participating ABC permitted business.
- Upon leaving an establishment where an alcoholic beverage is purchased, the beverage must be consumed or discarded before entering a different business that serves alcohol.
- All alcohol in open containers must be disposed of before exiting the District or entering a vehicle.
- The sale and delivery of alcohol in a social district is subject to the same limitations for sales and deliveries of alcohol in North Carolina:
 - No more than two malt beverage or wine drinks at one time to a single patron
 - No more than one mixed beverage or spiritous liquor drink at one time to a single patron

BEVERAGE CONTAINERS & RULES OF USE:

Permittees are responsible for supplying their own “social district” containers that conform to the following parameters:

- Containers can hold no more than 16 oz.
- Glass containers are prohibited.
- The permittee’s trade name or logo must be prominently displayed on the container²
- The Social District Beverage Logo must be displayed, at a minimum height of 3.7 inches, on every container, which includes a time/date stamp and the statement, “Drink Responsibly – Be 21” in 12-point font.



² When a permittee has multiple business locations, the logo must be unique to the location within the Downtown Lenoir Social District.

MANAGING THE DISTRICT: STAFF RESPONSIBILITIES

The Downtown Lenoir Social District will be jointly managed by the Downtown Lenoir Main Street, City of Lenoir Police Department, the Planning and Community Development Department, and the Public Works and Utilities Department.

MERCHANT EDUCATIONAL PROGRAM:

The DLMS would conduct an informational webinar that would also be recorded for the merchants outlining requirements. The Chief of Police or a designated Officer will be present. Merchants can opt into the program if they choose to. For participating merchants (without ABC permits), the Main Street office will coordinate the registration of businesses and provide required signage and copies of district rules. A list of participating merchants will be maintained by the Main Street office, and will be forwarded to the Police Department at least annually, or as changes occur.

PERMITTING:

The Planning Department handles SOCIAL DISTRICT permitting of businesses with ABC permits. An application form is available both online and at City Hall. Applicants will be asked to provide information related to their ABC permit, as well as to sign an agreement indicating their commitment/intent to follow the established rules. They will receive a copy of the operations and maintenance plan and a digital download link for graphics. A copy of the approved permit is then forwarded to the Main Street department and the Police Department. Permits will require renewal once a year, with updated agreements to reflect any rule changes.

MARKETING AND PROMOTION:

Marketing and promotion of the Social District will be provided by the Downtown Lenoir Main Street in collaboration with ABC permitted establishments adjacent to the Social District. For the initial implementation phase, Public Works will assist the Downtown Lenoir Main Street in installing permanent signage.

SANITATION AND MAINTENANCE:

The City's Public Works and Utilities Department will provide sanitation services within the district including trash removal and litter pick up. Trash/recycling receptacles will be located at the boundaries of the Social District to encourage patrons to properly dispose of their used cups and unconsumed alcohol, as well as throughout the Social District as presently available throughout the downtown.

SECURITY & ENFORCEMENT:

Security and enforcement in the Social District will be provided by the City of Lenoir Police Department. City of Lenoir Police Department will enforce the requirements of the District. The City of Lenoir reserves the right to prohibit a holder from participating in the district due to violations of the Social District management plan. Permittees found to be in violation of the Social District ordinance may be subject to fines, suspension or revocation of state ABC permits and/or City of Lenoir Social District permits. Any appeals will go before the Chief of Police and City Manager for final ruling.

INSURANCE:

Participating businesses are responsible for their individual insurance coverage. The City of Lenoir is insured for its management and operation of the Social District.

Lenoir Tourism Development Authority
Meeting Minutes
6/30/2022

Meeting Attendance

Board Members PRESENT	Board Members ABSENT	Ex-Officio Members PRESENT	Ex-Officio Members ABSENT
1. Dana Clark- Chair	1. Glenda Wilson	1. Joe Gibbons	1.
2. Brenda Floyd	2.	2. Bryan Moore	2.
3. Angela Johnson	3.	3.	
4. Matt Underwood			
5. Jesse Plaster			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Staff Members PRESENT	
1. Kaylynn Horn	Lauren Hartley
2. Matthew Anthony	Joshua Harris
3. Scott Hildebran	
4. Donna Bean	

Chair Dr. Dana Clark called the meeting to order.

Approval of Minutes

- Matt Underwood made a motion to accept the February 10, 2022 minutes, seconded by Brenda Floyd, which was voted on and passed unanimously.

Financials

Finance Director Donna Bean presented the financial report for the LTDA which included a fund balance of \$428,173.89 with \$162,450.66.45 in revenues and \$44,861.28 in expenditures. The total remaining obligations is \$218,975.81.

Consideration of Request

- Donna Bean stated the audit contract for year 2021-2022 is quoted at \$4,000.00.

Matthew Underwood made a motion to accept the LTDA audit contract for 2021-2022 and pay \$4,000.00, seconded by Angela Johnson, which was voted upon and passed unanimously.

- The Caldwell Arts Council requested \$5,700.00 for the Sculpture Festival to help with event expenses and advertising.

Brenda Floyd made a motion to pay \$5,700.00 for the Sculpture Festival, seconded by Angela Johnson, which was voted upon and passed unanimously.

- The Caldwell Arts Council requested \$5,975.00 for the Tucker's Gallery for event expenses.

Matthew Underwood made a motion to pay \$5,975.00 for the Tucker's Gallery, seconded by Jesse Plaster, which was voted upon and passed unanimously.

- Smoking in the Foothills requested \$5,000.00 for marketing and event expenses.

Matthew Underwood made a motion to pay \$5,000.00 for the Smoking in the Foothills, seconded by Jesse Plaster, which was voted upon and passed unanimously.

- A request was made to pay WordJack Media from the prior year end for \$1,631.45.

Jesse Plaster made a motion to pay \$1,631.00 for the WordJack Media, seconded by Matt Underwood, which was voted upon and passed unanimously.

- A request was made to pay Tucker's Gallery for the updated planters for \$2,084.53.

Angela Johnson made a motion to pay Tucker's Gallery for planters of \$2,084.53, seconded by Jesse Plaster, which was voted upon and passed unanimously.

- A request was made to pay the NCTIA membership dues of \$495.00.

Brenda Floyd made a motion to pay the NCTIA membership dues of \$495.00, seconded by Jesse Plaster, which was voted upon and passed unanimously.

- A request was made to pay for the Mack Cook Stadium lights of \$25,000.00. This will open the historic stadium to events and more in the future.

Matt Underwood made a motion to pay for the Mack Cook Stadium lights of \$25,000.00, seconded by Angela Johnson, which was voted upon and passed unanimously.

- Bryan Moore with the Chamber requested \$10,000.00 for the Blackberry Festival. After discussion the LTDA agreed to pay \$5,000.00 and co-sponsor with Mystery Hill.

Matt Underwood made a motion to pay \$5,000.00 to the Chamber for the Blackberry Festival seconded by Angela Johnson, which was voted upon and passed unanimously.

- Dana Clark spoke about the new program from Visit NC Partner Program for tier one counties, and showed an example report. The program provides a monthly report with valuable data, the cost is \$5,000.00 per year.

Matt Underwood made a motion to pay \$5,000.00 for the Visit NC Partner Program seconded by Brenda Floyd, which was voted upon and passed unanimously.

Meeting adjourned.



Recreation Administrative Offices (828)757-2165 - Fax (828)758-1315
 Martin Luther King Center (828)757-2170
 Lenoir Aquatic & Fitness Center (828)757-2196
 Mulberry Recreation Center (828)757-2165
www.cityoflenoir.com/parks

Recreation Advisory Board Meeting

Minutes

Monday, October 17, 2022

The Recreation Advisory Board met at the Mulberry Recreation Center at 6:00pm.

Members present for this meeting were: Schonna Banner

City staff members present were: Maria Swanson

City Resident: Marco

Absences included: Scott Barnett, Michael Dineen, Darrell Lipford, Rick Pierce, Tim Poarch, and James Robertson, Kenny Story, and Crissy Thomas, Ex-Officio

Member and resident were welcomed by Maria Swanson.

Minutes from the September 2022 meeting were reviewed. There was no quorum so approval is pending for the next scheduled meeting.

Director's Report

- Baseball season will finish up on Tues, Oct 25th. We had 3 teams (2-8U, 1-10U)
- Basketball Registration will start on Monday, Oct.24th and end on Nov 18th
- Pickle Ball courts are now lighted. They are being used a lot
- We will host a Pickle Ball Tournament on Nov 4th. Will have up to 12-men and 12-women teams. This will be a fundraiser for CCC&TI Athletics
- We are hosting a baseball clinic today, Oct 17th with App State players and coaches. We have had lots of inquiries so we are expecting a good turnout
- Rec Soccer season should end the first week in November
- The college continues to use our softball field for practice and home games.
- Shelter rentals are slowing down due to cold weather but the clubhouse and multipurpose room rentals are great.
- Lights at Mack Cook. We are waiting for Duke Energy to install a transformer and for the materials to be delivered so we can start work
- We received the PARTF paperwork on Friday. Once we get everything signed off and paperwork returned we will be able to start work at the aquatic center
- Phase one of the stormwater project at JE Broyhill is complete. Added some berms and a pond.
- We are still in the process of completing a Master Plan for downtown and the Lenoir High School Campus.
- Foothills Performing Arts will present Shawshank Redemption starting this weekend. Dates for performances were pushed back a week due to some main characters having COVID
- MLK will host a drive thru trick or treat event on Oct 31st starting at 5pm
- The Mad Hatter Pumpkin Parade will be in downtown on Friday, Oct 28th at 3pm

New Business

- No new business was discussed

Old Business

- No new business was discussed

There being no further business to discuss, the meeting was adjourned.

The next meeting will be at Mulberry Recreation Center at 6 p.m. Monday, February 20, 2023

Minutes submitted by: Maria Swanson



**City of Lenoir
Financial Summary
As of 9/30/2022**



General Fund					
	2022-2023 Budget	9/30/2022	% of Budget	Change from Previous Year	9/30/2021
Total Revenue	\$ 20,320,130.00	\$ 16,245,602.91	80%	\$ 351,805.11	\$ 15,893,797.80
Expenditures	\$ 20,320,130.00	\$ 5,227,254.68	26%	\$ 629,655.56	\$ 4,597,599.12
Over/Under	\$ -	\$ 11,018,348.23		\$ (277,850.45)	\$ 11,296,198.68
Downtown District					
	2022-2023 Budget	9/30/2022	% of Budget	Change from Previous Year	9/30/2021
Revenues	\$ 288,220.00	\$ 18,299.68	6%	\$ (1,084.53)	\$ 19,384.21
Expenditures	\$ 288,220.00	\$ 146,811.54	51%	\$ 109,189.72	\$ 37,621.82
Over/Under	\$ -	\$ (128,511.86)		\$ (110,274.25)	\$ (18,237.61)
Water/Sewer Fund					
	2022-2023 Budget	9/30/2022	% of Budget	Change from Previous Year	9/30/2021
Revenues	\$ 10,232,980.00	\$ 2,765,127.94	27%	\$ 160,640.11	\$ 2,604,487.83
Expenditures	\$ 10,232,980.00	\$ 1,765,348.57	17%	\$ 49,778.55	\$ 1,715,570.02
Over/Under	\$ -	\$ 999,779.37		\$ 110,861.56	\$ 888,917.81

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the addition of a Horticulture Specialist position.
- II. Background Information:** The addition of the Horticulture Specialist position is recommended to provide focus on the appearance of the City's landscaping and grounds.
- III. Staff Recommendation:** Staff recommends City Council approve the addition of the Horticulture Specialist Position.
- IV.**
- V. Reviewed by:**

City Attorney: _____

Finance Director: Donna Bean

Public Works/Public Utilities Director: _____

Horticulture Specialist

General Statement of Duties

This position oversees the landscape operations and performs technical horticulture duties throughout the City of Lenoir's public properties.

Distinguishing Features of the Class

The purpose of this position is to maintain the horticulture and landscape operations throughout City of Lenoir properties. Successful performance contributes to the overall attractive appearance of city grounds and facilities. The position reports to the Public Works Operations Manager who assigns work in terms of general instructions and spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results. This position has direct supervision over Main Street Laborer (1) and other maintenance staff as assigned.

Duties and Responsibilities

- Design, install and maintain landscapes and seasonal plantings.
- Develop and maintain chemical program for weed control and pest management.
- Create and follow an established fertilization program.
- Install and maintain irrigation systems as needed.
- Prepare orders for spring, summer and fall annuals and hanging baskets.
- Prune shrubs, trees and perennials seasonally as required.
- Apply mulch, rock and other ground covers for beneficial and aesthetic purposes.
- Assist in the preparation for special events.
- Develop and maintain a working relationship with program coordinators, civic groups and other city property managers.
- Train and supervise staff in proper horticulture practices.
- Perform other related duties as assigned.

Knowledge, Skills and Abilities

- Knowledge of horticulture, landscape care and best maintenance practices.
- Knowledge of the landscape design and installation.
- Knowledge of herbicide/pesticide application.
- Knowledge of city and department policies and procedures.
- Skill in leadership and supervision.
- Skill in the operation of lawn mowers, weed-eater, leaf blowers, tiller and other tools.
- Skill in oral and written communication.
- Knowledge of and ability to interpret guidelines include North Carolina Department of Agriculture pesticide regulations, athletic and sports association guidelines, relevant state and federal laws, city ordinances, and city and department and procedures.

- Ability to communicate with co-workers, other city employees, and the public for the purpose of giving or exchanging information, providing services, and resolving problems.

Physical Requirements

- Must be able to perform the following for extended periods of time: climbing, bending, stooping, shoveling, walking, crouching, reaching, standing, pulling, pushing, fingering, talking, hearing and repetitive motions.
- Must be able to stand on uneven terrain, lift 50 pounds or more, walk with a 32+ pound sprayer strapped to ones back, stand on very steep slopes weed-eating
- Must be able to uses tools or equipment requiring a high degree of dexterity, and must distinguish between shades of color.
- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Must possess the visual acuity to produce and review written reports and records, operate a computer terminal, analyze data to determine the accuracy, neatness and thoroughness of work assigned.
- Must be able to work in all weather conditions. Individual must have the ability to work in extreme conditions either very hot or very cold and windy weather depending on the time of year and task to be accomplished.
- Must be relatively physically fit to preform required job functions.
- Must have the ability to be exposed to noise, dust, dirt, machinery with moving parts, and may be required to use protective devices.
- Experience sufficient to understand thoroughly the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

Minimum Education and Experience

- Candidates should have a minimum of three years experience in the field and have considerable knowledge of current horticultural practices including turf and chemical applications.
- Candidate must possess a high school diploma or equivalent and preferably possess an associate's degree in Horticulture, Landscape Design or similar field or five years of experience in the Horticulture/ Landscape field.

Special Requirement

- Possession of or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated.
- Must possess or have the ability to obtain a North Carolina Pesticide Applicator's license with Ornamentals and Turf subclass certification within 6 months of hire.

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to

contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Lenoir reserves the right to assign or otherwise modify the duties assigned to this classification.

Salary Grade 22

Salary Range 36,508.61 to 51,112.06

FLSA Status: Non- Exempt

Oct. 2022

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the updates to the Personnel Resolution as presented.
- II. Background Information:** Due to the change in the pay plan that was approved in the FY 22-23 budget eliminating the hiring rate, it is necessary to update the Personnel Resolution.
- III. Staff Recommendation:** Staff recommends City Council approve the updates to the Personnel Resolution as presented.
- IV.**
- V. Reviewed by:**

City Attorney: _____

Finance Director: Donna Bean

Public Works/Public Utilities Director: _____

CITY OF LENOIR
PERSONNEL RESOLUTION
(Revised: 7.10.1.2022)

BE IT RESOLVED by the City Council of the City of Lenoir that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the City of Lenoir.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the City under the supervision of the City Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina.

Section 2. At Will Employment

The City of Lenoir is an at will employer. Nothing in this policy creates an employment contract or term between the City and its employees. No person has the authority to grant any employee any contractual rights of employment.

Section 3. Merit Principle

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, sex, national origin, political affiliation, non-disqualifying disability, age, sexual orientation or gender identity.

Section 4. Responsibilities of the City Council

The City Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the General Statutes.

Section 5. Responsibilities of the City Manager

The City Manager shall be accountable to the City Council for the administration and technical direction of the personnel program. The City Manager shall appoint, suspend, and remove all City employees except those whose appointment is otherwise provided for by law. The City Manager shall make appointments, dismissals and suspensions in accordance with the City Charter and other policies and procedures spelled out in other Articles in this Policy.

The City Manager shall supervise or participate in:

- a) recommending rules and revisions to the personnel system to the City Council for consideration;
- b) making changes as necessary to maintain an up to date and accurate position classification plan;
- c) preparing and recommending necessary revisions to the pay plan;
- d) determining which employees shall be subject to the overtime provisions of FLSA;

- e) establishing and maintaining a roster of all persons and authorized positions in the municipal service, setting forth each position and employee, class title of position, salary, any changes in class title and status, and such data as may be desirable or useful;
- f) developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the City;
- g) performing such other duties as may be assigned by the City Council not inconsistent with this Policy; and
- h) appointing an employee to the role of ~~Human Resources Officer~~Human Resources Manager.

Section 6. Responsibilities of the ~~Human Resources Officer~~Human Resources Manager

The responsibilities of the ~~Human Resources Officer~~Human Resources Manager are to make recommendations to the City Manager on the following:

- a) recommending rules and revisions to the personnel system to the City Manager for consideration;
- b) recommending changes as necessary to maintain an up to date and accurate position classification plan;
- c) recommending necessary revisions to the pay plan;
- d) recommending which employees shall be subject to the overtime provisions of FLSA;
- e) maintaining a roster of all persons in the municipal service;
- f) establishing and maintaining a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- g) developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the City;
- h) developing and coordinating training and educational programs for City employees;
- i) periodically investigating the operation and effect of the personnel provisions of this Policy; and
- j) performing such other duties as may be assigned by the City Manager not inconsistent with this Policy.

Section 7. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all City

employees. The City Manager, City Attorney, members of the City Council and advisory Councils and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 8. Departmental Rules and Regulations

Because of the particular personnel and operational requirements of the various departments of the City, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the City Manager, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Section 9. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Full-time employee. An employee who is in a position for which an average work week equals at least 35 hours and continuous employment of at least 12 months are required by the City.

Part-time employee. An employee who is in a position for which an average work week of at least 20 hours and less than 35 hours and continuous employment of at least 12 months are required by the City.

Regular employee. An employee appointed to a full or part-time position who has successfully completed the designated probationary period.

Probationary employee. An employee appointed to a full or part-time position who has not yet successfully completed the designated probationary period.

Temporary employee. An employee, not in a permanent position, for which either the average work week required by the City over the course of a year is less than 25 hours or continuous employment required by the City is less than 12 months.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

Permanent position. A position authorized for the budget year for a full twelve months and budgeted for twenty or more hours per week. All City positions are subject to budget review and approval each year by the City Council and all employees' work and conduct must meet City standards. Therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose

The position classification plan provides a complete inventory of all authorized and permanent positions in the City service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

- a) a grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- b) class titles descriptive of the work of the class;
- c) written specifications for each class of positions; and
- d) an allocation list showing the class title of each position in the classified service.

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

- a) as a guide in recruiting and examining applicants for employment;
- b) in determining lines of promotion and in developing employee training programs;
- c) in determining salary to be paid for various types of work;
- d) in determining personnel service items in departmental budgets; and
- e) in providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The ~~Human Resources Officer~~Human Resources Manager shall allocate each position covered by the classification plan to its appropriate class, and shall be responsible for the administration of the position classification plan. The ~~Human Resources Officer~~Human Resources Manager shall periodically review portions of the classification plan and recommend appropriate changes to the City Manager.

Section 5. Authorization of New Positions and the Position Classification Plan

New positions shall be established upon recommendation of the City Manager and approval of the City Council. New positions shall be recommended to the City Council with a recommended class title after which the City Manager shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated. The position classification plan, along with any new positions or classifications, shall be

approved by the City Council and on file with the ~~Human Resources Officer~~Human Resources Manager. Copies will be available to all City employees for review upon request.

Section 6. Request for Reclassification

Any employee who considers the position in which classified to be improper shall submit a request in writing for reclassification to such employee's immediate supervisor, who shall immediately transmit the request through the Department Head to the ~~Human Resources Officer~~Human Resources Manager. Upon receipt of such request, the ~~Human Resources Officer~~Human Resources Manager shall study the request, determine the merit of the reclassification, and recommend any necessary revisions to the classification and pay plan to the City Manager.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Assignment of Classes to Grades" adopted by the City Council. The salary schedule consists of ~~hiring rate,~~ a minimum ~~hiring rate or beginning,~~ and maximum rates of pay for all classes of positions, and a designation of the standard hours in the work week for each position. (as well as an FLSA designation for each title/position)

Section 2. Administration and Maintenance

The City Manager, assisted by the ~~Human Resources Officer~~ Human Resources Manager, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the City, and other factors. To this end, each budget year the ~~Human Resources Officer~~ Human Resources Manager shall make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and will recommend to the City Manager such changes in salary ranges as appear to be pertinent. Such changes shall be made in the salary ranges such that the ~~hiring minimum~~ rate, all intervening rates, and the maximum rate change according to the market. Periodically, the City Manager shall recommend that individual salary ranges be studied and adjusted as necessary to maintain market competitiveness. Such adjustments will be made by increasing or decreasing the assigned salary grade for the class and adjusting the rate of pay for employees in the class when the action is approved by the City Council.

Section 3. Starting Salaries

All persons employed in positions approved in the position classification plan shall be employed at the ~~hiring minimum~~ rate for the classification in which they are employed; however, exceptionally well qualified applicants may be employed above the hiring rate of the established salary range upon approval of the City Manager.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or City employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the City Manager to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the Department Head.

"Trainee" salaries shall be no more than two grades below the minimum salary rate established for the position for which the person is being trained, and is typically around 5% below the minimum hiring salary. A new employee designated as "trainee" shall be regarded as being in a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is

satisfactorily completed.

If the training is not successfully completed to the satisfaction of the City Manager, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the hiring rate established for the position for which the employee was trained.

Section 5. Probationary Pay Increases

Employees hired or promoted into the hiring minimum rate of the pay range ~~shall receive a salary increase to at least the minimum rate for their classification upon successful completion of the probationary period; other qualifications may be considered for increases above the minimum for the pay grade. Employees serving a twelve-month probationary period may be considered for this increase after six months of employment.~~ are to be evaluated at the end of their first six months of employment. If the employee has successfully completed their six months probationary period, they are considered a "permanent" employee.

Section 6. Merit Pay

Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related criteria. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the City Manager.

Section 7. Merit Pay Bonus

Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a Merit Bonus at ~~their regular performance evaluation time such time that COLAs are awarded to employees and in the same amounts as other employees who are within the salary range.~~ Merit bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation. ~~and in the same amounts as employees who are within the salary range.~~ Merit bonuses shall be awarded in lump sum payments and do not become part of base pay.

Section 8. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the hiring minimum rate of the new position, or to a salary which provides an increase of at least approximately 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the City Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the City, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the City shall consider internal comparisons with other employees in the same or similar jobs.

Demotions. Demotion is the involuntary movement of an employee from one position to a position in a class assigned to a lower salary range. When an employee is demoted to a position for which

qualified, the salary shall be decreased at least 5%. Salaries of demoted employees may be no greater than the maximum of the new range.

Reassignments. A reassignment is defined as the voluntary movement to a position in a lower salary range. When an employee takes a reassignment, the salary shall be set at the rate in the lower pay range which provides a salary commensurate with the employee's qualifications to perform the job and consistent with the placement of other employees within the same classification. Salary may be retained at the same level when this option does not create internal inequities with other employees in the same or similar job or causes the reassigned employee's salary to be greater than the maximum of the new range.

Transfers. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

Reclassifications. An employee whose position is reclassified to a class having a higher salary range shall receive a pay increase of approximately 5% or an increase to the hiring minimum rate of the new pay range, whichever is higher. If the employee has completed probation, the employee's salary shall be advanced to at least the probation-completion minimum amount in the new range.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

Section 9. Salary Effect of Salary Range Revisions

When a class of positions is assigned to a higher salary range, employees in that class shall receive a pay increase of at least approximately 5%, or to the hiring minimum rate of the new range, whichever is higher. If the employee has passed completed probation, the employee's salary shall be advanced at least to the probation-completion amount (minimum) in the new range. When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum *rate* established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

Section 10. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- 2) All employees being paid at a rate lower than the hiring minimum rate established for their respective classes shall have their salaries raised at least to the new hiring minimum rate for their classes.
- 3) All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate *within* the salary schedule.
- 4) All employees being paid at a rate above the maximum rate established for their respective classes shall have their salaries maintained at that salary level with no increases until such time as the employees' salary range is increased above the employees' current salary.

Section 11. Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such specific date as may be provided by procedures approved by the City Manager.

Section 12. Overtime Pay Provisions

Employees of the City can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the City and determined by the Department Head. Overtime work should normally be approved in advance by the Department Head, City Manager or other designated City official.

To the extent that local government jurisdictions are so required, the City will comply with the Fair Labor Standards Act (FLSA). The ~~Human Resources Officer~~ Human Resources Manager shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period; 171 hours for police and 212 hours for fire personnel in a 28 day cycle). Hours worked beyond the FLSA established limit will be compensated in either time or pay at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered; in no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes. Compensatory leave balances may not exceed 240 hours except for public safety employees (sworn police and firefighting employees) who may not accrue more than 480 hours. Any overtime worked after such maximum balances must be compensated in pay.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be paid in accordance with the FLSA. Compensatory time balances may be carried by employees not to exceed 240 hours for regular employees and 480 hours for police and fire employees. Any balance exceeding 80 hours requires approval by the City Manager.

Employees in positions determined to be exempt from the FLSA (as Executive, Administrative or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted compensatory leave by their supervisor on an hour for hour basis where the convenience of the department allows and in accordance with procedures established by the City Manager. Such compensatory time is not guaranteed to be taken and ends without compensation upon separation from the organization.

Section 13. Call-back and Stand-by Pay

The City provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the City is the acceptance of a

share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal by the City Manager.

Call-back. Non-exempt employees will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours. "Call-back" provisions do not apply to previously scheduled overtime work (scheduled one or more days in advance).

Stand-by. Stand-by time is defined as that time when an employee must carry a pager or other communication device and must respond immediately to calls for service. Non-exempt employees required to be on "stand-by" duty will be paid for eight hours of work for each week of stand-by time they serve. Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week.

Section 14. Payroll Deductions

Deductions shall be made from each employee's salary as required by law. Additional deductions may be made upon the request of the employee on determination by the City Manager as to capability of payroll equipment, associated increase in workload and appropriateness of the deduction.

Wages that are garnished by a taxing agency, child support agency, court order, EMS or other allowable agency will, in addition, be charged a per payroll administrative fee as allowed by law.

Section 15. Hourly Rate of Pay

Employees working in a part-time or temporary capacity with the same duties as full-time employees will work at a rate in the same salary range as the full-time employees.

The hourly rate for employees working other than 40 hours per week, such as police officers working an average 42 hours per week, will be determined by dividing the average number of hours scheduled per year into the annual salary for the position.

Section 16. Pay for Interim Assignments in a Higher Level Classification

An employee who is formally designated by the City Manager to perform the duties of a job that is assigned to a higher salary grade than that of the employee's regular classification shall receive an increase for the duration of the Interim assignment. The employee shall receive a salary adjustment to the minimum level of the job in which the employee is acting or an increase of 5%, whichever is greater. The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned in the Interim role, taking into account any increases the employee would have received if they had not been placed in the Interim role.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the City to foster, maintain and promote equal employment opportunity. The City shall select employees on the basis of the applicant's qualifications for the job and award them with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, sex, race, color, religion, national origin, disability, political affiliation, marital status, sexual orientation or gender identity. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of essential duties with or without reasonable accommodation.

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment will continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, disability, national origin, political affiliation, marital status, sexual orientation or gender identity. Notices with regard to equal employment matters shall be posted in conspicuous places on City premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the Human Resources Department shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and hiring practices will be provided to recruitment sources, including organizations and news media available to minority applicants. In addition, notice of vacancies shall be posted at designated conspicuous sites within departments if practical. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for City service. NC Works (formerly The North Carolina Employment Security Commission) may be used as a recruitment source. In rare situations because of emergency conditions, high turnover, etc., the City may hire or promote without advertising jobs, upon approval of the City Manager.

Job Advertisements. Jobs will be advertised in local newspapers, professional publications, and other relevant publications in order to establish a diverse and qualified applicant pool, as well as the City of Lenoir's social media outlets. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment. All persons expressing interest in employment with the City shall be given the opportunity to file an application for employment for positions which are vacant.

Application Reserve File. Applications shall be kept in an inactive reserve file for a period of two years, in accordance with Equal Employment Opportunity Commission guidelines.

Selection. Department Heads, with the assistance of the ~~Human Resources Officer~~Human Resources Manager, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including

criminal history where job-related using the DCI when needed. All selection devices administered by the City shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant either internal or external, the Department Head shall make recommendations to the ~~Human Resources Officer~~Human Resources Manager including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates. The ~~Human Resources Officer~~Human Resources Manager and Department Head shall recommend approval of appointments and the starting salary for all applicants to the City Manager. The City Manager shall approve appointments and the starting salary for all applicants prior to the offer.

Section 4. Probationary Period

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six-month probationary period, except that employees in sworn police, entry level fire, and Department Heads positions shall serve a twelve-month probationary period. Employees hired as trainees shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving a twelve month probationary period shall have a probationary review at the end of six months as well as before the end of twelve months.

Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits such as the right to use of the grievance procedures.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the City's policy to create career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant shall be appointed to that position. The City will balance three goals in the employment process: 1) the benefits to employees and the organization of promotion from within; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) obtaining the best possible employee who will provide the most productivity in that position. Therefore, except in rare situations where previous City experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the City will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for

promotions using the Job Posting Application (obtained through the Human Resources Department) and will follow the same recruitment process as external candidates.

Section 6. Demotion and Reassignment

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. A voluntary demotion may be called a reassignment. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a reassignment. A reassignment is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department or classification shall make a recommendation through the ~~Human Resources Officer~~Human Resources Manager to the City Manager with the consent of the receiving Department Head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department Heads shall establish work schedules, with the approval of the City Manager which meet the operational needs of the department in the most cost effective manner possible.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

- a) Engage in any political or partisan activity while on duty;
- b) Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- c) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- d) Coerce or compel contributions from another employee of the City for political or partisan purposes;
- e) Use any supplies or equipment of the City for political or partisan purposes; or
- f) Be a candidate for nomination or election to office under the City Charter;

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 3. Outside Employment

The work of the City shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in advance to the employee's supervisor, who in turn will report it to the Department Head or City Manager. The Department Head will review such employment for possible conflict of interest and then submit a record of the employment and review to the personnel file. Conflicting or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment *include but are not limited to:*

- a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- b) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's City duties.

Section 4. Dual Employment

A full or part-time employee of the City may simultaneously hold another position with the City if the temporary position is in a different department and clearly different program area from that of the full or part-time position. The work of the temporary position must also be performed on an occasional or sporadic basis as identified in Fair Labor Standards Act regulations. However, the work of the full or part-time position shall take precedence over the temporary position, and such temporary work will not count toward the calculation of overtime for pay or time off.

Section 5. Employment of Relatives

The City prohibits the hiring and employment of immediate family in permanent positions within the same work unit. "Immediate Family" is defined in Article VII, Section 12. "Work unit" is defined as a division rather than a department within the City. The City also prohibits the employment of any person into a permanent position who is an immediate family member of individuals holding the following positions: Mayor, Mayor Pro Temp, City Council Member, City Manager, Department Heads, ~~Human Resources Officer~~ Human Resources Manager, City Clerk, or City Attorney. Otherwise, the City will consider employing family members or related persons in the service of the City, provided that such employment does not:

- 1) result in a relative supervising relatives;
- 2) result in a relative auditing the work of a relative;
- 3) create a conflict of interest with either relative and the City; or
- 4) create the potential or perception of favoritism.

This provision shall not apply retroactively to anyone employed when the provision is adopted by the City. Should an immediate family member of a City employee be elected to the Council, the employee shall resign within six months.

Section 6. Harassment Prohibited

The City prohibits harassment in any form that is based on sex, race, color, religion, national origin, age, sexual orientation, gender identity, and/or disability. Harassment is defined as conduct that culminates in tangible employment action or is sufficiently severe or pervasive to create a hostile work environment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body and offensive sexual language.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the ~~Human Resources Officer~~ Human Resources Manager or Department Head who will immediately notify the City Manager. The employee may file the complaint directly with the City Manager if it involves a

Department Head. The ~~Human Resources Officer~~ Human Resources Manager will insure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees.

Section 7. Solicitation and Acceptance of Gifts and Favors

No official or employee of the City shall solicit or accept any gift, favor, or thing of value (more than \$50) that may tend to influence such employee in the discharge of the employee's duties, or grant in the discharge of duty an improper favor, service, or thing of value.

Section 8. Performance Evaluation

Supervisors and/or Department Heads shall conduct Performance Evaluation conferences with each employee at least once a year. These performance evaluations shall be documented in writing and placed in the employee's personnel file. Procedures for the performance evaluation program shall be published by the City Manager.

Section 9. Safety

Safety is the responsibility of both the City and employees. It is the policy of the City to establish a safe work environment for employees. The City shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for insuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 10. Substance Use Policy

The City recognizes that the use of illegal drugs and the misuse of legal substances have serious adverse effects on the welfare of all citizens and results in the loss of considerable monies and productivity each year.

General Statement of Purpose:

As an employer, the City of Lenoir seeks to provide a healthy and safe work environment; to provide the best possible services to citizens; to maintain the public's confidence in its employees; and to protect the City from economic losses that can occur due to alcohol and drug abuse. The City is committed to administering a fair and consistent drug-testing policy, to promote and maintain a drug free work environment, and to comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and North Carolina Criminal Justice Education and Training Standards Commission.

Responsibilities:

City Manager

The City Manager is responsible for insuring that all City departments adhere to this policy.

Human Resources Manager

The Human Resources Manager is responsible for the day-to-day implementation of this policy including employee training as it relates to this policy, obtaining informed consent for testing from all final employment candidates, maintaining related documentation, and for identifying employees covered by The Omnibus Act.

Department Managers

All Department Heads are responsible for insuring that supervisors attend training pertaining to the City's substance policy and adhere to its requirements. Department Managers are also responsible for properly applying this policy and taking disciplinary actions that are necessary.

Employees

All City employees are responsible for knowing and adhering to the requirements of this policy. Employees are also expected to share the responsibility of promoting and maintaining a drug-free work environment. Any employee who knows or strongly suspects that another employee is illegally using, under the influence, or is in possession of prohibited substances shall immediately report the facts and circumstances to the supervisor.

Definitions:

APPLICANT is a person who applies for employment with the City of Lenoir, for initial employment or a transfer or promotional opportunity.

COMMERCIAL DRIVER'S LICENSE (CDL) is a license required to operate a commercial motor vehicle which:

- Has a gross vehicle weight rating of 26,001 or more pounds, or;
- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or more than 10,000 pounds
- Is designed to transport 16 or more passengers, including the driver, or
- Requires a HAZMAT placard regardless of vehicle weight

EMPLOYEE is any person employed in a part-time, full-time, or temporary position with the City of Lenoir. Appointed board members and elected officials are excluded.

EMPLOYEE ASSISTANCE PROGRAM (EAP) is a program of services which include assessment, evaluation, counseling, referral, and follow-up procedures provided to City employees.

MEDICAL REVIEW OFFICER (MRO) is a licensed physician with knowledge of drug abuse disorders whose duties include reviewing and interpreting all positive laboratory test results.

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 (Omnibus Act) is a federal law that requires alcohol and drug testing for covered employees in transportation industries. Covered employees with the City of Lenoir include those employees who are required to hold a Commercial Driver's License (CDL) to perform their job duties.

ON-DUTY describes an employee who is engaged in activity on behalf of the City of Lenoir and is being compensated by the City of Lenoir for such activity.

SAFETY SENSITIVE FUNCTIONS include the following:

- Driving
- Waiting to be dispatched
- Inspecting, servicing, or conditioning equipment
- Being in or on unit unless "off duty" in sleeper berth
- Loading, unloading, or supervising such activities
- Preparing or receiving invoices/bills
- Securing/attending a vehicle following an accident
- Repairing or attending a disabled vehicle

SUBSTANCE ABUSE PROFESSIONALS (SAP) determine the level of assistance, if any, required for a CDL driver to be eligible to return to duty after certain drug and alcohol violations.

TRAINED SUPERVISORS are those City of Lenoir supervisors who have completed 2 hours of training on alcohol misuse and controlled substances use.

Employees Affected

All City of Lenoir employees, excluding appointed board members and elected officials, are covered by this policy. Special provisions of this policy, where noted, apply only to employees holding a Commercial Driver's License who are covered under the Omnibus Act.

Prohibited Substances

Prohibited substances as addressed by this policy include the following:

1. Illegally Used Controlled Substances

Using any illegal drug, misusing legally prescribed drugs and using illegally obtained prescription drugs is prohibited. Illegal drugs include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

2. Legal Drugs

The appropriate use of prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which adversely affects an employee's ability to perform essential job functions must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work related duties.

3. Alcohol

On-the-job consumption or impairment caused by beverages or other substances such as medications, mouthwash, food, or candy that contain alcohol is prohibited.

Prohibited Conduct

1. Manufacture, Trafficking, Possession, and Use

All employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances. Employees who violate this provision will be subject to disciplinary action. Law enforcement shall be notified, as appropriate, when criminal activity is suspected.

Any employee who is charged with, arrested, or convicted for violating any criminal drug statute shall notify his/her supervisor of such charge, arrest, or conviction as soon as possible. Such notification shall constitute grounds for reasonable suspicion testing as outlined in this policy.

2. Alcohol Use

No employee shall use or possess alcohol while on duty, shall use alcohol within eight hours of reporting for duty, or shall use alcohol while on call. No employee shall report for duty or remain on duty when his/her breath alcohol concentration (BAC) is 0.02 or greater. No employee required to undergo a post-accident test shall use alcohol for eight hours following the accident, or until he/she undergoes the test, whichever occurs first.

***Note:** Alcohol use prohibitions may be waived for public safety officers when such alcohol use is deemed a bona fide job requirement.*

3. Controlled Substance Use

No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that such use will not impair the employee's ability to perform essential job functions. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.

4. Non-Compliance with Testing Requirements

No employee shall refuse to comply with the testing requirements. No employee shall provide false information in connection with a test or falsify test results through tampering, contamination, adulteration, or substitution.

5. Improper Application of the Policy

Failure to use and apply all aspects of this policy in an unbiased and impartial manner is prohibited. Any supervisor who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action.

Testing Requirements

1. Pre-employment

All final candidates for employment with the City of Lenoir, including current employees who apply for other City positions or who transfer into safety sensitive positions, are required to undergo post-offer conditional pre-employment controlled substance testing.

2. Post-Accident Testing

Under City authority, any employee who is involved in an accident involving any motorized and/or energized equipment and resulting in injury or property damage must, as soon as practicable, be transported by a supervisor or their designee to the City's contracted medical testing facility to undergo post-accident alcohol and controlled substance testing. Until a negative test result can be confirmed, the employee may continue to work so long as no vehicles or motorized/energized equipment are operated.

If the circumstances surrounding the accident cause reasonable suspicion for alcohol or controlled substance abuse, the Reasonable Suspicion Testing guidelines should be followed.

Omnibus Act Employees

Employees covered under the Omnibus Act are required to undergo post-accident testing under federal authority when the accident meets the following criteria:

- (1) involves a fatality,
- (2) results in vehicle damage which requires towing and a citation for a moving traffic violation, or
- (3) results in the need for immediate medical attention away from the accident scene and a citation for a moving traffic violation.

Accidents meeting the federal post-accident guidelines must be reported and records must be maintained in accordance with the Omnibus Act.

Time Frame for Testing

Alcohol testing should be performed within two hours of the accident, but no longer than eight hours after the accident. If the test is not given within two hours, the reason must be documented and maintained.

Controlled substance testing is required within thirty-two hours following the accident. If not, the reason must be documented and maintained (49CFR382.303). Employees who are subject to post-accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing. After submitting to testing, employees must return to work as soon as possible or once cleared by medical personnel.

3. Random Testing

Due to the safety-sensitive nature of their job duties, random alcohol and controlled substances testing will be required for employees in the following positions:

- Sworn Law enforcement Officers
- Telecommunicators
- Evidence Technicians
- Firefighters
- Employees covered under the Omnibus Act

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method for randomness. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. Once notified, randomly selected employees must immediately report to the City's contracted medical testing facility for testing.

Sworn Law Enforcement Officers, Telecommunicators, Evidence Technicians, and Firefighters

Each calendar year, a minimum of 15% of the average number of sworn law enforcement officers, telecommunication officers, evidence technicians, and firefighters will be randomly tested for alcohol and controlled substances.

Omnibus Transportation Employee Testing Act

Each calendar year, employees covered under the Omnibus Act will be randomly tested for alcohol and controlled substances at a rate established by the Omnibus Act. These required rates are published annually by the US Department of Transportation.

Random alcohol testing is only authorized under the Omnibus Act during, just preceding, or just after an employee performs safety-sensitive functions.

4. Reasonable Suspicion Testing

Alcohol and/or controlled substances testing will be required when a trained supervisor observes a CDL driver or any employee with behavior or appearance that creates reasonable suspicion of alcohol influence or controlled substance use. Reasonable suspicion testing must be authorized by the Department Manager and reported to the Human Resources Manager. Once the test is authorized, the employee must immediately go to the City's contracted medical facility for alcohol and controlled substances testing. The supervisor or his/her designee shall be responsible for transporting the employee to and from the medical testing facility.

Reasonable suspicion alcohol testing is only authorized under the Omnibus Act during, just preceding, or just after an employee performs safety-sensitive functions. Any other times an employee in a position covered by the Omnibus Act is suspected of being under the influence of alcohol, the employee will be considered a general employee and tested under municipal authority as outlined in this policy.

Employees who are referred for reasonable suspicion testing will be placed on non-disciplinary suspension until test results have been received or are available.

5. Return to Duty Testing

Before an employee who has engaged in conduct prohibited by this policy can return to work, the employee must undergo a return-to-duty alcohol and/or controlled substance test. An alcohol test must indicate a breath alcohol concentration level of less than 0.02 and a controlled substances test result must be negative before an employee can return to work.

6. Follow-Up Testing

Employees who have engaged in conduct prohibited by this policy and have returned to work will be subject to unannounced follow-up tests for a period up to five years. A minimum of six follow-up tests is required during the first 12 months following the return to duty.

7. Use of Force/Excessive Use of Force

Police Officers involved in use of force incidents resulting in death or requiring the hospitalization of individuals when an officer's firearm or impact weapon was employed shall be required to submit to an alcohol and controlled substance test. (OC-10 pepper spray and K-9 incidents are excluded from this provision).

In addition, any time there is reasonable suspicion that excessive use of force has been used by a police officer, the police officer must undergo an alcohol and controlled substance test.

All excessive force tests must be authorized by the Chief of Police or his designee and reported to the Human Resources Manager. Once the test is authorized, the employee must be immediately transported to the City's contracted medical facility for alcohol and controlled substances testing.

8. Authority for Testing

Prior to testing, each employee will be notified under what authority, either the Omnibus Transportation Employee Testing Act of 1991 or municipal authority, the test is authorized. Notification will be made via the chain of custody form.

Failure to Submit to Testing

Applicants for employment with the City of Lenoir who refuse to submit to a pre-employment

controlled substances test will not be considered further in the application process for employment. Employees who refuse to submit to required testing will be immediately dismissed.

Failure to submit to a test includes (1) failure to provide adequate breath for an alcohol test without a valid medical explanation, (2) failure to provide adequate urine for controlled substance testing without a valid medical explanation; or (3) engaging in conduct that clearly obstructs the testing process, such as obstructive behavior or physical absence resulting in the inability to conduct the test.

Consequences of Positive Test Results

1. Applicants

Applicants for employment who test positive for controlled substances will not be considered further in the application process for employment with the City of Lenoir.

Any current City employee who is an applicant for another City position and who tests positive for controlled substances will not be considered for employment in the position for which he/she applied, will be removed from their current job duties, will receive a mandatory referral to the EAP, and will be subject to disciplinary action up to and including dismissal under municipal authority.

2. Employees

Employees who are found to have breath alcohol concentration levels greater than 0.02 but less than 0.04 will not be allowed to work for a minimum of 24 hours, will receive a mandatory referral to the EAP, and will be subject to disciplinary action up to and including dismissal under municipal authority.

Employees who are tested under the authority of the Omnibus Act and who are found to have breath alcohol concentration levels of 0.04 or greater or who test positive for controlled substances will be removed from their duties and will receive a mandatory referral to a Substance Abuse Professional (SAP). Employees who are tested under municipal authority who are found to have breath alcohol concentration levels of 0.04 or greater or who test positive for controlled substances will be removed from their duties and will receive a mandatory referral to the EAP.

These employees will be subject to disciplinary action, and, **if** allowed to continue City employment, will be subject to a return to duty process which includes a return to duty work agreement and return to duty and follow-up testing as outlined in this policy. Employees who fail to enter or satisfactorily complete the rehabilitation program designed by the SAP or EAP will be dismissed.

Testing Procedures

1. Alcohol

Alcohol test will be conducted at the City's contracted medical testing facility by a Breath Alcohol Technician (BAT) using an evidential breath testing (EBT) device. If an initial breath test indicates a breath alcohol concentration level of 0.02 or greater, a second test is required to confirm the results. Employees with breath alcohol concentration levels of 0.02 or greater may leave the testing facility once safe transportation is secured.

2. Controlled Substances

Controlled substance tests will be conducted on urine specimens collected by the City's contracted medical testing facility by a laboratory certified under federal guidelines. Each step of this process will be documented to establish procedural integrity and chain of custody. Each specimen with an initial positive immunoassay test will undergo confirmatory testing by gas chromatography/mass spectrometry. All laboratory results are reported by the laboratory to the Medical Review Officer.

(MRO). Upon receiving a positive test result, the MRO will provide the opportunity for the donor to present explanatory medical information to account for the presence of the indicated drug. Based on all information available, the MRO will report a result to the City.

Note: *Hemp products such as hemp beer, hemp oil, hemp shampoo and CBD oils (cannabidiol) are made from the same plant as marijuana. The use of these products can produce THC levels in the urine high enough to cause a positive drug test result. Because the MRO cannot verify hemp or CBD product use, the MRO must report such a test as positive even if the employee presents the use of said products as an explanation. Therefore, employees are strongly encouraged to avoid hemp products, including CBD oil. The use of these types of products will not be an acceptable medical reason for a positive marijuana test.*

General Testing

Individuals tested under municipal authority may request within 72 hours that the remainder of their original specimen be reconfirmed at the same or a different certified laboratory. Confirmatory testing will be at the expense of the individual.

Omnibus Act Testing

Controlled substances tests under the Omnibus Act must include split specimen procedures. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request the split specimen be sent to another certified laboratory for analysis. A split specimen analysis will be at the expense of the individual.

The MRO must submit signed, written test results within three business days of completing the MRO's review. The MRO is responsible for retaining records of controlled substances tests in a confidential manner and in compliance with the Omnibus Act. The MRO is responsible for making reasonable efforts to contact employees to discuss any positive test results.

Record Retention, Confidentiality, and Information from Previous Employers

The City of Lenoir shall maintain records of its alcohol misuse and controlled substances use prevention programs. Separate records will be maintained for employees covered under the Omnibus Act. All records are confidential and will be released only as required by law, expressly authorized by the employee, or in proceedings initiated by or on behalf of the employee. Employees may obtain copies of any records pertaining to their alcohol or controlled substance testing.

Omnibus Transportation Employees Testing Act of 1991

Records pertaining to testing as required under the Omnibus Act shall be made available to subsequent employers or other identified person upon receipt of a written request from the employee.

All finalists for employment in City positions which are covered under the Omnibus Act must report to the City any drug or alcohol violations under the Omnibus Act in the past two years and must provide written consent for the verification of drug and alcohol program information compiled by their previous employers for the time period designated by the Omnibus Act or its revisions. Information to be provided and verified includes: (1) alcohol test with a concentration result of 0.04 or greater, (2) positive controlled substances test results, and (3) refusals to be tested within the preceding two years.

This information must be obtained and reviewed prior to employment in a safety-sensitive position. The information may be obtained through oral or written communications with previous employers and will be maintained by the City of Lenoir in a written, confidential record. No CDL holder will be used in a safety-sensitive position with the City of Lenoir if information obtained from previous employers indicates that he/she has (1) had an alcohol test with a concentration of 0.04 or greater, (2) had a positive controlled substances test result, or (3) refused to be tested unless the driver has subsequently been evaluated by a substance abuse professional or passed a return to duty test.

Education and Training

Educational material that explains this policy must be distributed to each employee prior to the start of the testing program and to each final candidate for employment with the City. Additional educational material that explains the testing requirements of the Omnibus Act must be provided to employees and final candidates for positions covered under that Act. In addition to the policy, required training must include information regarding the effects of alcohol and controlled substances use on an individual's health, work and personal life; signs and symptoms of an alcohol or a controlled substance problems; and available methods of intervening when alcohol or a controlled substances problem is suspected.

Each employee must sign a statement certifying that he/she has received copy of the policy and other required training.

All supervisors must receive 60 minutes of training on alcohol misuse and an additional 60 minutes of training on controlled substances use. This training will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and controlled substances use.

Revisions

This policy is subject to revision without prior notice based on regulatory, legislative, or City policy changes.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All full-time and part-time employees of the City are eligible for employee benefits as provided for in this Article which are subject to change at the City's discretion. Temporary employees are eligible only for workers' compensation and FICA.

Section 2. Group Health and Hospitalization Insurance

The City provides group health and hospitalization insurance programs for full-time and part-time employees. The City also makes health insurance available for employees to purchase for their families.

Employees who are scheduled to work 30 hours or more per week on a continuous year-round basis may, if they so desire, purchase available group health through the City for themselves or for themselves and qualified dependents. A prorated amount of the cost of coverage paid for a full-time employee shall be paid by the City with the remainder of the cost being paid by the employee. This prorated amount shall be based on regularly scheduled hours.

Information concerning cost and benefits shall be available to all employees from the Human Resources Office.

Section 3. Retiree Health Insurance

Employees who retire from the City with at least 15 years of creditable City service may remain on the City's health insurance policy to age 65 or until Medicare eligibility is met, whichever occurs first. Creditable City service includes actual years and months of service plus unused sick leave with the City of Lenoir. Unused sick leave will be credited in accordance with LGERS rules that allow 1 month of service credit for each 20 days of unused sick leave.

The City of Lenoir will subsidize a percentage of the cost of retiree health insurance as outlined below:

15-19 Years of Service:

The City of Lenoir will allow an employee who retires from the City of Lenoir under the (LGERS) with 15-19 years of creditable City service to remain on the City's health insurance policy. The retired employee is responsible for the full cost of the insurance.

20-29 Years of Service:

The City of Lenoir will pay for 25% of the health insurance premium of an employee who retires from the City of Lenoir under the LGERS with 20-29 years of creditable City service.

30 or More Years of Service:

The City of Lenoir will pay for 50% of the health insurance premium of an employee who retires from the City of Lenoir under the LGERS with 30 or more years of creditable City service.

Disability Retirement:

The City will allow an employee who retires under the disability provisions of the LGERS with less than 20 years of creditable City service to remain on the City's health insurance policy. The retired

employee is responsible for the full cost of the health insurance premium. Employees with 20 or more years of service at the time of disability retirement will fall within the stated guidelines above.

Medicare Supplement:

Once a retired employee becomes eligible for Medicare (due to age or disability), the retired employee is no longer eligible for Retiree Health Insurance. The retired employee may choose to purchase a Medicare Supplement policy through any provider of their choice. The retired employee must pay the full cost of a Medicare Supplement policy through an individual billing arrangement.

Note: Rates for Retiree Health Insurance differ from the rates of health insurance for active employees. Please refer to the current rates when planning to retire.

Note: Eligible family members may remain on the health insurance policy after an employee retires only if they were covered prior to retirement. Family members cannot be added at the time of retirement. The retired employee is responsible for the full cost of family members' health insurance coverage.

Section 4. Group Life Insurance

The City provides group life insurance for each employee subject to the stipulations of the insurance contract. Life insurance will be provided by the City in an amount approved by the City, subject to appropriation.

Section 5. Other Optional Group Insurance Plans

The City may make other group insurance plans available to employees upon authorization of the City Manager or City Council.

Section 6. Retirement

Each employee who is expected to work for the City more than 1,000 hours annually shall join the North Carolina Local Governmental Employees' Retirement System on the first day of employment as a condition of employment. New hires who are current members of the NC Local or State Government Employees Retirement Systems shall be covered under the retirement system by the City on their first day of employment.

Section 7. Supplemental Retirement Benefits

The City may provide 401(K) benefits for its full time employees as a percentage of salary as designated by the City Council subject to appropriation by the City Council.

Each law enforcement officer shall receive 401(K) benefits as prescribed by North Carolina State Law and beginning on the first day of employment.

Section 8. Social Security

The City, to the extent of its lawful authority and power, has extended Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Section 9. Workers' Compensation

All employees of the City (full-time, part-time, and temporary) are covered by the North Carolina Workers' Compensation Act and are required to report all injuries arising out of and in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once.

Responsibility for claiming compensation under the Workers' Compensation Act is on the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission within two years from date of injury. The Risk Management Officer will assist the employee in filing the claim.

This provision also applies to reactions to small pox vaccinations administered to City employees under Section 304 of the Homeland Security Act. Such reactions shall be treated the same as any other workers compensation claim as regards leave and salary continuation.

Before returning to work, a statement from the attending physician should be submitted to the Human Resources Director giving permission for the employee to resume regular duties.

Upon return to work, the employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled based upon performance and other compensation policies.

During the disability covered by Workers Compensation benefits, an employee continues to earn annual leave, sick leave, and will retain all accumulated sick or annual leave.

Employees may use sick leave and/or vacation both during the waiting period before Workers' compensation benefits begin, and afterward to supplement the remaining one-third of salary, except that the employee may not exceed his regular salary amount using this provision.

Section 10. Unemployment Compensation

In accordance with Public Law 94-566 and subsequent amendments, local governments are covered by unemployment insurance. City employees who are terminated due to a reduction in force or released from City service may apply for benefits through the Employment Security Commission, where a determination of eligibility will be made.

Section 11. Tuition Assistance Program

Full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the City service. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed up to \$1,200 per fiscal year of eligible expenses. Satisfactory completion of the courses will be required for reimbursement. Requests for tuition assistance shall be submitted to the Department Head prior to course registration and are subject to review by the ~~Human Resources Officer~~Human Resources Manager and approval of the City Manager, subject to availability of funds.

Section 12. Law Enforcement Separation Allowance

Every sworn law enforcement officer, as defined by N.C. Gen. Stat. ' 128-21(11b) or N.C. Gen. Stat. ' 143-166.50, shall be eligible for a separation allowance, as provided by N.C. Gen. Stat. ' 143-166.42, in the amount specified in N.C. Gen. Stat. ' 143-166.41(a). The purpose of this allowance is to provide additional income until the law enforcement officer is eligible for social security benefits with the consideration that the law enforcement officer may no longer be able to perform law enforcement work. Given this purpose, eligibility and continuation of these benefits are subject to the following conditions:

- a. The officer shall have completed 30 or more year of creditable service, or have attained 55 years of age and completed five or more years of creditable service; and
- b. Not have attained 62 years of age;
- c. Have completed at least five years of continuous service as a law enforcement officer immediately preceding a service retirement, as defined by N.C. Gen. Stat. ' 143-166.41(a)(3) and 143-166.41(b); and
- d. The law enforcement officer, after separation from employment with the City, notifies the City of any new employment involving state, local or federal law enforcement duties. Such notification shall include the nature and extent of the employment, any change of employment status, and any discontinuation of employment, within five (5) days of the new employment, change or discontinuation.

Such allowance shall terminate at death, or on the last day of the month prior to which the officer attains 62 years of age, or upon the first day of re-employment in a sworn position by any federal, State or local law enforcement department, agency or institution, whether in North Carolina or elsewhere in a job scheduled for 1000 or more hours per year.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the City is to provide vacation leave, sick leave, and holiday leave to all full-time and part-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave proportionately with each payroll.

Section 2. Holidays

The City will follow the holiday schedule as published by the State of North Carolina each year. The City Clerk will post the holiday schedule for the upcoming fiscal year the beginning of June in each year.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel

Shift employees shall be paid for all holidays at the pro-rated holiday rate obtained in the formula in Section 16 of this policy.

Section 5. Vacation Leave

Vacation leave is intended to be used for rest and relaxation, school appointments, and other personal needs. Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the City. Employees who wish to use leave for religious observances must request leave from their respective Department Heads. The Department Head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the City.

Section 6. Vacation Leave: Use by Probationary Employees

Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the first six months of employment unless approved in a pre-employment agreement.

Section 7. Vacation Leave: Accrual Rate

Each full and part-time employee of the City shall earn vacation at the following schedule, pro-rated by the average number of hours in the workweek (Section 16):

Years of Service	Days Accrued Per Year
1 - 3	10
3 - 5	12
5 - 15	15
15 plus	20

Section 8. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until December 31 of each year. However, if the employee departs from service, payment for accumulated vacation leave shall not exceed 30 days prorated as shown in Section 16. Effective the first payroll in the calendar year, any employee with more than 30 days of accumulated leave shall have the excess accumulation removed so that only 30 days are carried forward to January 1 of the next calendar year. Employees are not eligible to receive pay for vacation time not taken.

Employees may have the excess vacation leave (over 30 days prorated as shown in Section 16) converted to sick leave.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 9. Vacation Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Head which will least obstruct normal operations of the City. Department Heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation may be taken in one quarter hour (1/4 hour) increments.

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed 30 days prorated as shown in Section 16, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation.

Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the City Manager when deemed to be in the best interest of the City. Employees who are involuntarily separated may receive payment for accumulated vacation leave subject to the 30 days prorated as shown in Section 16, maximum. Employees dismissed for criminal conduct may be determined ineligible to receive vacation pay.

Section 11. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the City shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 8 of this Article.

Section 12. Sick Leave

Sick leave may be granted to a probationary or regular employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others.

Sick leave may be used when an employee must care for a member of his or her immediate family who is ill.

Up to three days of sick leave may be used for bereavement and funeral leave upon the death of an immediate family member. Additional time needed or funeral leave needed for persons other than immediate family members, may be charged to vacation, accrued compensatory leave, or leave without pay.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' Compensation benefits begin, and afterward to supplement the remaining one-third of salary, except that employee may not exceed the regular salary amount using this provision.

"Immediate family" shall be defined as spouse, child, parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother or sister-in-law, aunt, uncle, or the employee or spouse or guardian of the employee. This also includes various combinations of step, half, and adopted relationships.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave or according to departmental procedures.

Section 13. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time and part-time employees working other than the basic work schedule shall be prorated as described in this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the City, except as stated for employees retiring or terminated due to reduction in force.

Section 14. Transfer of Sick Leave from Previous Employer

The City will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the City of Lenoir. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee upon completion of the probationary period.

Section 15. Sick Leave: Medical Certification

The employee's supervisor or Department Head may require a physician's certificate stating the nature of the employee's or employee's family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or

inquiry as the Department Head deems desirable. The Department Head shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 16. Leave Pro-rated

Holiday, annual, and sick leave earned by full-time and part-time employees with fewer or more hours than the basic work week shall be determined by the following formula:

- 1) The number of hours worked by such employees shall be divided by the number of hours in the basic work week (usually 40 hours).
- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week.
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned, or divided by 26 shall be the number of hours of leave earned biweekly.

Section 17. Family and Medical Leave

The City will grant up to 12 weeks of family and medical leave per *twelve months* to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the City's Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. *Earned Compensatory time may not be used during FMLA leave.* Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition of the employee.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity or more than three days would be considered a serious health condition.

If a husband and wife both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability, based on medical certification. The employee shall then use all paid vacation for the remainder of the 12-week period.

The request for the use of leave must be made in writing by the employee and approved by the Department Head or City Manager.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.

Section 18. Medical and Family Leave - Certification

In order to qualify for leave under this law, the City requires medical certification. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is a sudden one. The certification should be furnished as soon as possible (no longer than 15 days from the date of the employee's request). The certification and request must be made to the Department Head and filed with the ~~Human Resources Officer~~Human Resources Manager.

The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy.

Section 19. Leave Without Pay

A full or part-time employee may be granted a leave of absence without pay for a period of up to twelve months by the City Manager. The leave may be used for reasons of personal disability, sickness or disability of immediate family members, parental leave, continuation of education, special work that will permit the City to benefit by the experience gained or the work performed, or for other reasons deemed justified by the City Manager.

The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Manager. Upon returning to

duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

Section 20. Family Medical Leave and Leave Without Pay: Retention and Continuation of Benefits

When an employee is on leave under FMLA (maximum of 12 weeks in a year), the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the reimbursement of the amount paid for the employee's health insurance premium during the FMLA leave period.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

An employee shall retain all unused vacation and sick leave while on Leave Without Pay. An employee ceases to earn leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the City's group insurance plans at his or her own expense, subject to any regulation adopted by the City Council and the regulations of the insurance carrier.

Section 21. Workers' Compensation Leave

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may elect to use accrued sick leave, vacation, or compensatory time during the first waiting period. The employee may also elect to supplement workers' compensation payments after they begin with sick leave, vacation, or compensatory time, provided that the combination of leave supplement and workers' compensation payments does not exceed normal compensation.

An employee on workers' compensation leave may be permitted to continue to be eligible for benefits under the City's group insurance plans. Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

When workers' compensation leave extends long enough for the waiting period to be reimbursed, the employee shall return the reimbursement check to the City and have leave hours reinstated for all time covered by paid leave. In such cases, the City will pay the employee for any unpaid time that is owed the employee.

Section 22. Military Leave

The City will fully comply with the requirements of USERRA and other related federal and state regulations. Regular employees who are members of an Armed Forces Reserve organization or National Guard shall be granted two calendar weeks per year for military leave without pay. On rare occasions due to annual training being scheduled on a federal fiscal year basis, an employee may be required to attend two periods of training in one calendar year. For this purpose only, an employee shall be granted an additional ten days of military leave during the same calendar year. If the compensation received while on military leave is less than the salary that would have been earned

during this same period as a City employee, the employee shall receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period. If such duty is required beyond the ten workdays, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status, and the provisions of that leave shall apply. While taking military leave, the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the City during this period. Employees who are eligible for military leave have all job rights specified by the Vietnam Veterans Readjustment Act.

Section 23. Reinstatement Following Military Service

The City will fully comply with the requirements of USERRA and other related federal regulations. An employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

- 1) Applies for reinstatement within ninety days after the release from military service; and
- 2) Is able to perform the duties of the former position or similar position; or
- 3) Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of the military service, but is able to perform the duties of another position in the service of the City. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

Section 24. Civil Leave

A City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the City any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 25. Parental School Leave

A City employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of unpaid leave annually to involve him or herself in school activities of his or her child(ren). This leave is subject to the three following conditions:

- 1) The leave must be taken at a time mutually agreed upon by the employee and the City;
- 2) The City may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
- 3) The City may require written verification from the child's school that the employee was involved at the school during the leave time.

Paid leave (vacation time) taken by an employee to attend to school activities of his or her child shall count toward the fulfillment of this provision by the City.

Section 26. Paid Personal Leave

Each fiscal year, all regular full time employees will be granted 8 hours of Paid Personal Leave to use at their own discretion. Some examples may include: a birthday "holiday", an extra holiday not regularly recognized on the state's holiday schedule, a day off to attend a school function or go on a field trip, funeral leave, etc. Employees must request leave from their respective Department Heads. The Department Head will attempt to arrange the work schedule so that an employee may be granted the personal leave. The Paid Personal Leave Day must be taken during the fiscal year and will not roll over into another fiscal year nor will employees be paid for the day should they leave employment with the City of Lenoir prior to using it.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the City shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two *calendar* weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notice is waived upon recommendation of the Department Head and approval by the City Manager.

Three consecutive days of absence without contacting the immediate supervisor or Department Head may be considered to be a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two weeks notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are temporary or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or probationary employee.

Section 4. Disability

The City will comply with the Americans with Disabilities act and will make all responsible efforts to provide reasonable accommodation to employees who may be or become disabled. An employee who cannot perform the essential duties of a position because of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the City. In cases initiated by the employee, such action must be accompanied by medical evidence acceptable to the City Manager. The City may require an examination, at the City's expense, performed by a physician of the City's choice.

Section 5. Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 8. Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Head, and upon approval of the City Manager. An employee who is reinstated in this manner shall be re-credited with his or her previously accrued sick leave.

Section 9. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the City Manager, and may be regarded as a new employee, subject to all of the provisions of rules and regulations of this Policy. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. All cases of disciplinary suspension, demotion, or dismissal must be approved by the City Manager prior to giving final notice to the employee.

Section 2. Unsatisfactory Job Performance Defined

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the Department Head or City Manager.

Examples of unsatisfactory job performance include, but are not limited to, the following:

- 1) Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- 2) Careless, negligent or improper use of City property or equipment;
- 3) Physical or mental incapacity to perform duties after reasonable accommodation;
- 4) Discourteous treatment of the public or other employees;
- 5) Absence without approved leave;
- 6) Improper use of leave privileges;
- 7) Failure to report for duty at the assigned time and place;
- 8) Failure to complete work within time frames established in work plan or work standards;
- 9) Failure to meet work standards over a period of time; or
- 10) Failure to follow the chain of command to address work-related issues.

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor shall meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions shall be noted in the employee's file by the supervisor.

An employee whose job performance is unsatisfactory over a period of time should normally receive at least two documented warnings, one of which may be in the final written warning, from the supervisor before disciplinary action resulting in dismissal is taken by the City Manager. In each case, the supervisor should record the dates of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time limits set. If the employee's performance

continues to be unsatisfactory, then the supervisor should use the following steps:

- 1) A final written warning from the supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid suspension, demotion, or dismissal.
- 2) If performance does not improve, a written recommendation should be sent to the City Manager for disciplinary action such as suspension, demotion, or dismissal.

Disciplinary suspensions are for the purpose of communicating the seriousness of the performance deficiency, not for the purpose of punishment, and should not generally exceed three days (24 hours) for nonexempt employees. Suspensions for exempt employees shall be for one full work week in accordance with FLSA requirements to maintain exempt status.

Demotions are appropriate when an employee has demonstrated inability to perform successfully in the current job, but shows promise and commitment to performing successfully in a lower level job. If no other options are available, dismissal is appropriate.

If after suspension or demotion, the employee's performance does not reach an acceptable level, the employee may be dismissed.

Section 4. Disciplinary Action for Detrimental Personal Conduct

With the approval of the City Manager, an employee may be placed on disciplinary suspension, demoted, or dismissed without prior warning for causes relating to personal conduct detrimental to City service in order to: 1) avoid undue disruption of work; 2) to protect the safety of persons or property; or 3) for other serious reasons.

Section 5. Detrimental Personal Conduct Defined

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the City may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of any government may be or have been violated.

Examples of detrimental personal conduct include, but are not limited to, the following:

- 1) Fraud or theft;
- 2) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- 3) Falsification of records for personal profit, to grant special privileges, or to obtain employment;
- 4) Willful misuse or gross negligence in the handling of City funds or personal use of equipment or supplies;
- 5) Willful or wanton damage or destruction to property;
- 6) Willful or wanton acts that endanger the lives and property of others;
- 7) Possession of unauthorized firearms or other lethal weapons on the job;

- 8) Brutality in the performance of duties;
- 9) Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- 10) Engaging in incompatible employment or serving a conflicting interest;
- 11) Request or acceptance of gifts in exchange for favors or influence;
- 12) Engaging in political activity prohibited by this Policy;
- 13) Harassment of an employee(s) and/or the public on the basis of sex or any other protected class status; or
- 14) Harassment of an employee or the public with threatening or obscene language and/or gestures;
- 15) Stated refusal to perform assigned duties, flagrant violation of work rules and regulations, or serious malfeasance of work;
- 16) Insubordination (the willful failure to or refusal to carry out a lawful order from an authorized supervisor).

Section 6. Pre-dismissal Conference

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the City Manager, ~~Human Resources Officer~~Human Resources Manager or Department Head will conduct a pre-dismissal conference. At this conference, the employee may present a response to the proposed dismissal to the City Manager or Department Head. The City Manager or Department Head will consider the employee's response, if any, to the proposed dismissal, and will, within three working days following the pre-dismissal conference, notify the employee in writing of the final decision. If the employee is dismissed, the notice shall contain a statement of the employee's appeal rights.

Section 7. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee, when suspension would, in the opinion of the Department Head or City Manager, be in the best interest of the City, the Department Head or City Manager may suspend the employee for part or all of the proceedings as a non-disciplinary action. In such cases, the City Manager may:

- 1) Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension; or
- 2) Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee is reinstated following the suspension such employee shall not lose any compensation

or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued vacation and sick leave shall be maintained during the period of suspension.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the City to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from City service.

Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work which affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures which affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees;
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and
- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the City or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary

suspension or demotion must be approved by the Department Head or City Manager and rescinding dismissal must be approved by the City Manager before the decision becomes effective.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the respective Department Head as a resource to help resolve the grievance. In addition, the employee or supervisor may request mediation from a local mediation services or other qualified parties to resolve the conflict, upon approval of the Human Resources Director. Mediation may be used at any step in the process when mutually agreed upon by the employee and relevant City supervisor or Manager. Mediation is the process where a neutral party assists the parties in conflict with identifying mutually agreeable solutions or understandings.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the appropriate supervisor in writing. The grievance must be presented within fifteen calendar days of the event or within fifteen calendar days of learning of the event or condition. The supervisor shall respond to the grievance within ten calendar days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the City in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor for each step in the formal grievance process shall be in writing and signed by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the ~~Human Resources Officer~~Human Resources Manager.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal, in writing, to the appropriate Department Head within ten calendar days after receipt of the response from Step 1. The Department Head shall respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal.

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the City Manager within ten calendar days after receipt of the response from Step 2. The City Manager shall respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The City Manager's decision shall be the final decision. The City Manager would notify the City Council of any impending legal action.

Department Heads. In the case of Department Heads or other employees where the City Manager has been significantly involved in determining disciplinary action, including dismissal, the City may wish to obtain a neutral outside party to act as a mediator to assist in resolving the conflict.

Section 5. Role of the ~~Human Resources Officer~~Human Resources Manager

Throughout the grievance procedure, the roles of the ~~Human Resources Officer~~Human Resources Manager shall be as follows:

1. To advise parties (including employee, supervisors, and City Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;

2. To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents;
3. To give notices to parties concerning timetables of the process, etc;
4. To assist employees and supervisors in drafting statements;
5. To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
6. To help locate mediation or other resources as needed.

The ~~Human Resources Officer~~Human Resources Manager shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, creed, political affiliation, sexual orientation, gender identity, or non-job related handicap), he or she has the right to appeal such action using the grievance procedure outlined in this Article (Section 4 above). While such persons are encouraged to use the grievance procedure, they shall also have the right to appeal directly to the ~~Human Resources Officer~~Human Resources Manager or City Manager. Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant must appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

In compliance with GS 160A-168, the following information with respect to each City employee is a matter of public record: name; age; date of original employment or appointment to the service; current position title; current salary; date and amount of the most recent increase or decrease in salary; date of the most recent promotion, demotion, transfer, suspension, separation, or other change in position classification; and the office to which the employee is currently assigned. Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the City may adopt.

Section 2. Access to Confidential Records

All information contained in a City employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A City employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- 4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- 5) An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the City Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
- 6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- 7) The City Manager, with the concurrence of the City Council, may inform any person of the employment, non employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a City employee, and the reasons for that action. Before releasing that information, the City Manager shall determine in writing that the release is essential to maintaining the level and quality of City services. The written determination shall

be retained in the City Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Section 3. Personnel Actions

The ~~Human Resources Officer~~Human Resources Manager, with the approval of the City Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located as designated by the City Manager, normally in the Human Resources office. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121.5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Policy 132.3 of the General Statutes.

September 2022 Communication Report

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

By Joshua Harris, Communication & Public Information Director

10/11/2022

CONTENT CREATION

News Releases

13

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eSign

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Council

4

Committees

10

PUBLIC ENGAGEMENT

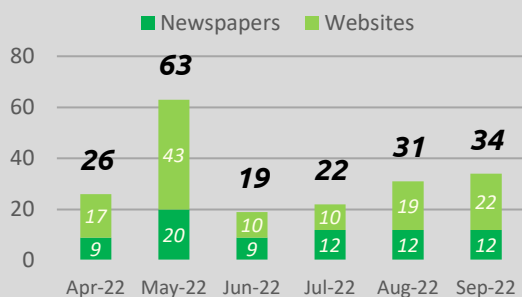
Website Total Views

37,411

Website Top Pages

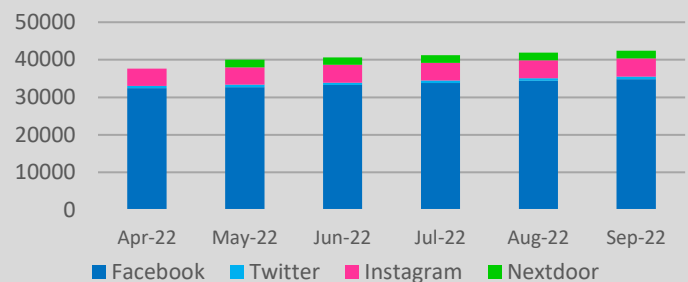
- 1 *Payment Options*
- 2 *Jobs*
- 3 *Water & Sewer Service*
- 4 *Police*
- 5 *Job: Laborer Parks & Grounds*
- 6 *Garbage Collection*
- 7 *Job: Code Compliance Officer*
- 8 *LAFC*
- 9 *WOOD, FIRE, SMOKE FESTIVAL COMING TC*

Media Coverage



Social Followers

Total **43,215** +/- **1.37%** New this month **583**



Social Engagement

	Total	+/-
Social Reach	140,649	-2.14%
Social Visits	13,038	-16.79%

Video Views

349

	Views
Facebook	328
YouTube	21

Watch Time Hrs

20.5

	Hours
Facebook	7.4
YouTube	13.1

News Releases

13

9/1	CITY AWARDED \$500K GRANT FOR NEW SPLASH PAD, OTHER AMENITIES AT AQUATIC CENTER
9/2	NEW SCULPTURES ON DISPLAY IN DOWNTOWN LENOIR
9/2	CITY HALL AND RECREATION CENTERS CLOSED MONDAY, GARBAGE PICKUP AFFECTED
9/7	CITY MOUNTAIN BIKING TRAIL PROVIDES OFF-ROAD ADVENTURE
9/8	COUNCIL HONORS CALDWELL ROTARY CLUB
9/9	COUNCIL HONORS PATRIOT DAY IN LENOIR
9/19	TOMORROW'S CITY COUNCIL MEETING CANCELED
9/21	FREE BRASS BAND CONCERT AT THE CAMPUS AT HISTORIC LENOIR HIGH SCHOOL
9/22	NATIONAL NIGHT OUT IS NEXT MONTH IN DOWNTOWN LENOIR
9/26	WOOD, FIRE, SMOKE FESTIVAL COMING TO DOWNTOWN LENOIR
9/27	CHRISTMAS PARADE APPLICATION ONLINE
9/29	DUE TO PENDING STORM, NC BRASS BAND CANCELS CONCERT
9/29	BE PREPARED FOR FLOODING, POWER OUTAGES

Photos

89

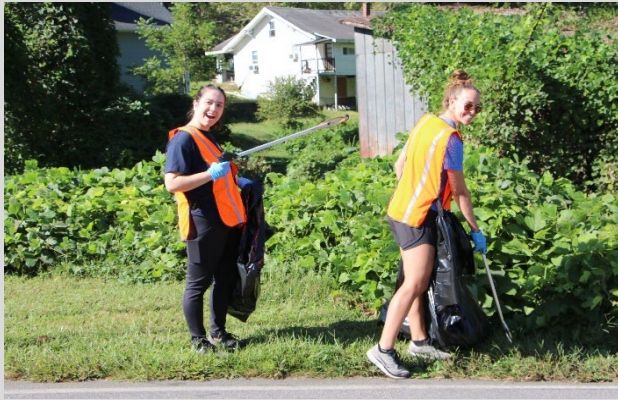
<i>Date</i>	<i>#</i>	<i>Subject</i>
9/6	17	Council meeting rotary 40th anniversary resolution constitution week proclamation
9/7	10	Taste of Havana The Rum Bar
9/8	9	JE Broyhill park regenerative stormwater system
9/13	19	Sanitation truck accident
9/20	34	Employee Litter Sweep



Taste if Havana opens The Rum Bar



Rotary 40th Anniversary Resolution



Employee Litter Sweep



Employee Litter Sweep



Stormwater feature at J.E. Broyhill Park



Stormwater feature at J.E. Broyhill Park

Social Posts 137

Top Facebook

#1	Police	Guns Too Break In					
	NEED PUBLIC'S ASSISTANCE We are looking for t...		Boost post	Post	Mon Sep 12, 12:52p...	39.5K People reached	300 Reactions
	City of Lenoir Police Department						
#2	Parks & Recreation						
	Swim lesson sessions will occur over a two week ...		Boost post	Post	Tue Sep 13, 10:18am	3.8K People reached	21 Reactions
	Lenoir Parks and Recreation						
#3	Fire						
	21 years later. May we never forget!		Boost post	Post	Sun Sep 11, 1:37pm	2.2K People reached	118 Reactions
	City of Lenoir Fire Department						
#4	City	Hurricane Ian post from NWS					
	This post has no text		Boost unavailable	Post	Thu Sep 29, 2:45pm	2K People reached	2 Reactions
	City of Lenoir, NC Government						
#5	Downtown						
	Dead People's Stuff Antiques & Emporium...		Boost unavailable	Post	Sat Sep 3, 4:27pm	713 People reached	0 Reactions
	Downtown Lenoir						

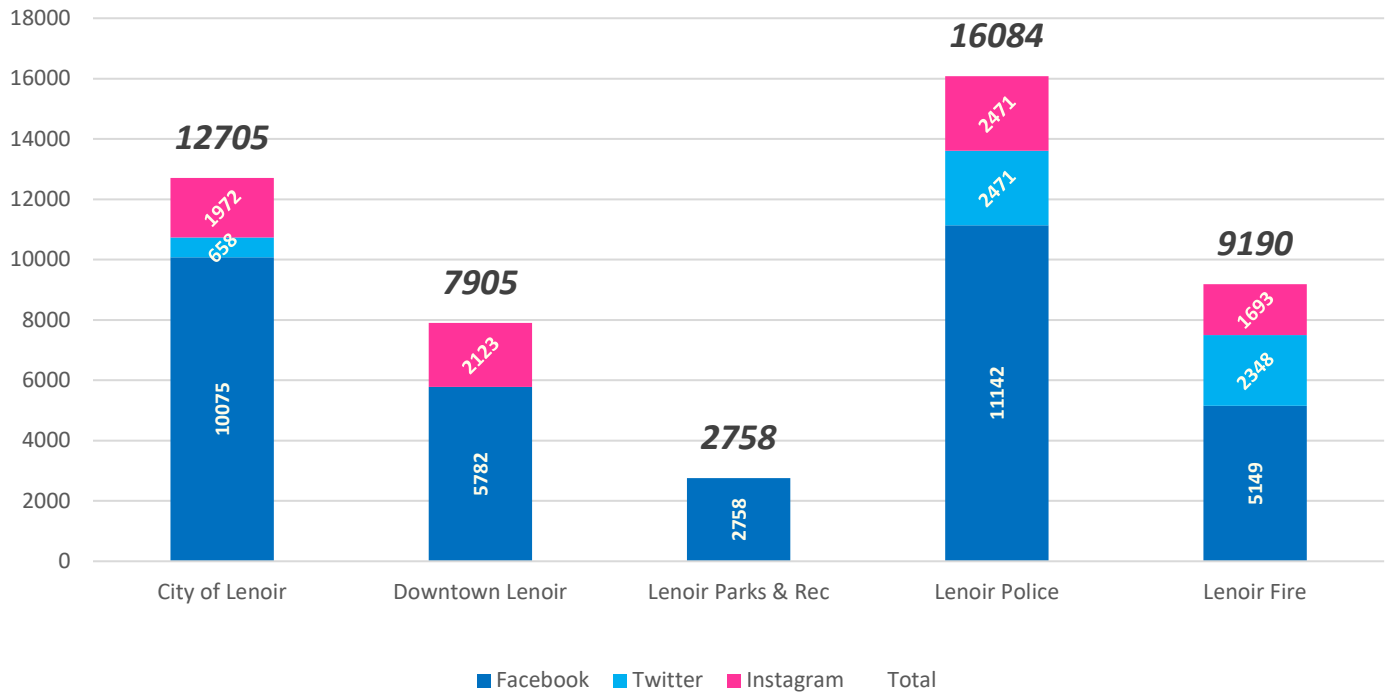
Top Twitter

	City of Lenoir, NC @CityofLenoir · Sep 22	297	16	5.4%
City employees spent a couple hours Wednesday morning picking up litter around town during @NCDOT's Fall 2022 Litter Sweep. Staff collected 45 bags of trash and one old television. Get out there and help keep Lenoir clean and beautiful! #LitterSweepNC pic.twitter.com/t8RVW97lhB				
View Tweet activity				
	City of Lenoir, NC @CityofLenoir · Sep 12	248	4	1.6%
The 2022 Fall Litter Sweep is happening now! Let's all get outside and help keep our state clean! Join the team: ncdot.gov/littersweep . @NCDOT pic.twitter.com/Cf9tuiYy3Q				

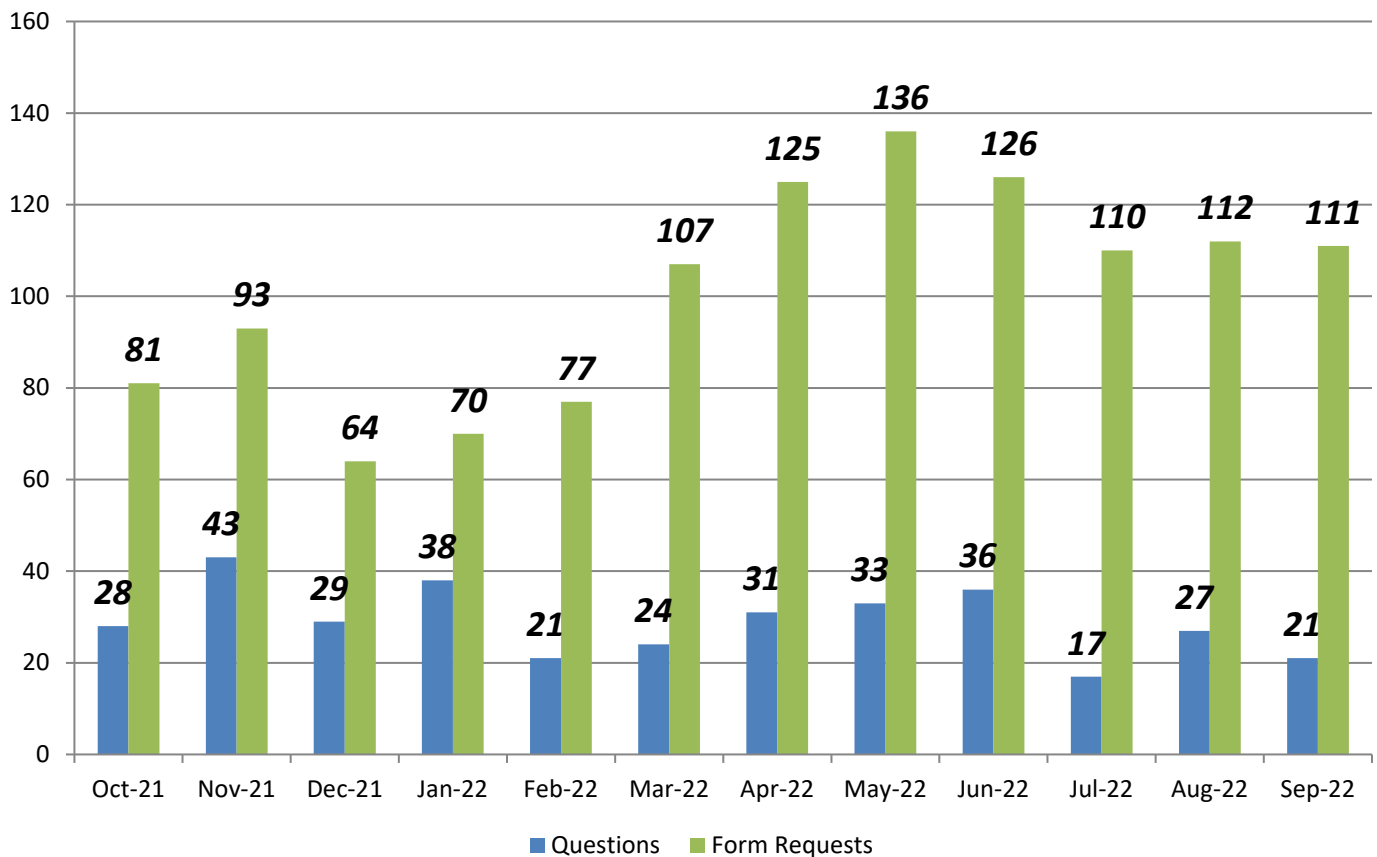
Top Instagram

#1	Downtown						
	DUE TO PENDING STORM, DOWNTOWN LENOIR...		Boost post	Post	Thu Sep 29, 12:25pm	575 People reached	17 Likes
	downtownlenoir						
#2	City of Lenoir						
	City Council congratulated the Caldwell Rotary Cl...		Boost post	Post	Thu Sep 8, 4:15pm	419 People reached	27 Likes
	cityoflenoirnc						

Social Comparison



Questions & Form Requests



Raised sidewalk by the side of McCrary Cancer Center towards New Horizons bank near light pole. My daughter who is undergoing treatment at Spectrum is laying fiber optic lines on highway 18. They are leaving their trash in the ditch line. I have 4 or 5 large pieces of orange construction material. I am requesting a FOIA (Freedom of Information act) for this sub who I believe he is installing storm pipe for the city and could be in violation of the city code. CODE VIOLATIONS DATING BACK FROM APRIL TO AUGUST ALL NUISANCE VIOLATIONS

Our next door neighbor located on westbrook behind our home keeps dumping large trash items in our trash area. Today is was a nice day. I had a question regarding my past two water bills and as to why the bills are so high

TN 3.5' tall grass and items all over the yard and driveway. Looks deserted and could breed rats

Someone suggested I ask to see if you guys need a place to get rid of scarp asphalt and concrete

After having a tree crash thru my fence as well into a neighbor's front yard I am afraid that two trees still there are currently leaning

The road sign for Ila Jay Lane has been hit and we tried to fix and put back up but it's not right direction bc the bottom is bent. It needs to be replaced.

Have a brush pile at basement driveway ready for pick up. Thank you.

Hello. We're trying to figure out if garbage collection would be able to service the following address: xxxxx. If so, how do we go about it?

I hope you are doing well. In accordance to the freedom of information act for North Carolina to obtain records from Caldwell county.

I was looking to see how much it would cost to rent on Monday October 3rd from 4pm-7pm?

What are the areas that are allowed to be rented?

we have a debris pickup if possible

interested in being part of NNO

Whats going on across from Dudley Shoals Elementary School?

how about posting a day or two ahead of anything to do with supporting our Law Enforcement...I certainly would appreciate it..... I would like to see a sign that says "Support Our Law Enforcement"

We wanted to drop you a line and let you know that we provide Hot Dog catering for events such as birthdays, corporate events, graduation parties, etc.

Who do I need to contact about the WiFi being out at Broyhill Walking Park both the county and lenoir city free wifi I out

Customer Service Team Monthly Report for September and October 2022

Compiled by: Autumn Moffett, Oct. 14, 2022

Current Members:

Autumn Moffett (co-chair), Joshua Harris (co-chair), Erika Leonhardt (secretary), Katelin Cooke Harmon, Hannah Williams, Sherry Felts, Brandon McLeod, Kierston Matheson, Jonathan Ansley, Donovan Church, Gary Leonhardt, Philip Clark, Keith Owens, and Zack Rich.

CST would like to welcome three new members to our team! Philip Clark, Keith Owens, and Zack Rich will be joining the Customer Service Team starting on October 12th.

The customer service team currently meets on the second Wednesday of every month at 10AM. The last meetings were September 14th and October 12th. The next meeting will be held on November 9th.



New Hire Orientation

- The New Hire Orientation originally scheduled for September 7th was rescheduled for October 5th at City Hall.
- There were 7 new employees in attendance on October 5th.
- Autumn Moffett, Joshua Harris, Katelin Cooke Harmon, Hannah Williams, and Donovan Church presented the orientation.
- The next New Hire Orientation is scheduled for November 16th.

Current Employee Training

- The customer service team is still working on ensuring that all employees watch the latest employee training video, "Proactive."
- The next video will cover the Effective Communication Key. Donovan Church has already written the script for this video.
- CST plans on filming the Effective Communication skit on the morning of October 20th in downtown Lenoir.

Employee Appreciation

- Employee Appreciation Night occurred on September 22nd, from 5:30 – 7:30pm, at Mulberry Recreation Center.
- JD's was ordered and served to all 145 employees that came to the event. Tables and chairs were set up for employees to be able to sit and eat. Employees were given access to play corn hole, volleyball, pickle ball, and kickball.

- The customer service team is proud to say that the event went well, and we would like to thank everyone who helped make the event run smoothly!

Take a Break on Us

- TABOU is an opportunity for the city to thank employees throughout the year by providing them with a small break and some refreshments.
- The Fire Department was originally scheduled for TABOU for the month of September, but was postponed for later this year.
- City Hall's TABOU is scheduled for the morning of October 26th. Joshua Harris will be coordinating the event, and other members of CST will plan on being in attendance to help.
- Keith Owens, Philip Clark, and Zack Rich have agreed to take on the scheduling and planning of future TABOU events.

Golden Tickets

- Third quarter golden ticket nominations were voted on during the October CST meeting.
- Nominees were: Garrison Leonhardt, Matthew Anthony and Joshua Harris, Chad East, Brandon Goble and Jacob Richey, and Donovan Church.
- The winner was Chad East!

Miscellaneous Items

- Donovan Church, Sherry Felts, Erika Leonhardt, and Joshua Harris volunteered to work the CST booth at the Wood, Fire, Smoke Festival on October 8th. They did a phenomenal job of representing the city and answering various questions that the public may have had!



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

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir;

NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council declare the following police weapon and police badge as surplus and no longer have any additional use to the City of Lenoir {Sig Sauer Model P220R .45 caliber (Serial # 3 7 B 0 5 2 6 1 2)}
- 2) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

Adopted this the 25th day of October, 2022.

SEAL

Crissy D. Thomas, Mayor Pro-Tem

Shirley M. Cannon, City Clerk



2022 THIRD QUARTER REPORT

JULY, AUGUST & SEPTEMBER

MISSION:

“The mission of Lenoir Fire Department is to provide public safety in the form of Fire Prevention, Fire Protection, Rescue Services and Emergency Medical Care. We will constantly strive to improve the quality of life for the citizens of Lenoir.”

VISION:

“To be aggressively proactive with respect to traditions and the realization of progression.”

OVERVIEW

Thank you for taking the time to look through Lenoir Fire Department's quarterly report. This report is designed to give you an understanding of the day-to-day operations of our department and staff for the THIRD quarter of 2022. This quarter proved to be a busy one for our department and staff. We had a lot of things happening this quarter from numerous event medical standbys including ambulance standbys for high and middle school football games and numerous City sponsored events taking place. We had four firefighters resign their positions and we were able to hire and fill three of the four vacancies within this quarter. Our calls for response increased significantly for this quarter and we had several major structure fires. I would like to thank our entire staff for all the efforts and hard work this quarter.

MAJOR EVENTS

JULY – We purchased a 2022 Chevrolet Silverado to be our new Fire Marshal vehicle. The duties of the Fire Marshal caused for us to upgrade to a pick-up truck to separate equipment from the cab area. We transferred the previous Fire Marshal vehicle (Kia Optima) to the Police Department. It is lettered and we are awaiting to get all the visual/audible equipment put in.



- The Caldwell County Agriculture Fair was here this month and we provide Fire standby for all events for five days.
- The City held its annual Fourth of July Celebration and fireworks show and we provided Fire standby during the event.
- We had two firefighters resign their position with our department and City. One was a seven year veteran and the other was a three year veteran.
- We had numerous medical standbys this month. We provided medical standbys for a car show, Parks and Recreation's Firecracker Race, the City's Summer Music Madness, the Blackberry Glow Run, and the Annual Blackberry Festival downtown.
- We presented a plan to City Administration to look at hiring three part-time Fire Inspectors to assist the Fire Marshal in Code Enforcement. If approved the three Inspector positions will help us perform more Fire Inspections for our businesses and

help us maintain compliance of inspections schedules set forth by the Fire Prevention Code.

AUGUST – At this first City Council Meeting this month Lt. Scott Brawley was awarded the 2022 American Legion Post 29's Firefighter of the Year Award. Lt. Brawley was selected by our department due to all he does for the Fire Department and City. Lt. Brawley assists with our apparatus maintenance, is the lead technician for our SCBA maintenance, a member of the department's Honor Guard, volunteers readily as a mentor for new employees and spends countless off-duty hours performing any necessary function that is needed. He is the most selfless person we have and stays committed to providing the best service to all City of Lenoir residents and businesses. Congratulations Lt. Brawley on your well-deserved award!



- We had two firefighters resign their position with our department and City. One was an eight year veteran and the other was a one year veteran.
- We held interviews selected the applicants to fill the four recent available vacancies.
- City Council, along with the City Manager and Finance Director, approved the purchase of a Sutphen Custom Demo Rescue/Pumper. The apparatus is due to come off the line in December, it will be shown throughout the Southeast through April and we should take delivery in May 2023. The price of the apparatus will be \$695,054.64. Thank you to all who supported this endeavor as this apparatus will help the department realize the future vision and needs of our department.
- We had a commercial structure fire at Nara's Japanese Restaurant. There was significant damage to the inside of the building especially the kitchen. Currently at the time of this report the restaurant is still closed for repairs.



- We provide back-up ambulance coverage for a Varsity and J.V. football scrimmage and two additional J.V. Football games.
- We provided medical standby for City sponsored Car Show and Southern Sundowner race.

SEPTEMBER – On the first day of this month, our department officially received our new Fire Rating Classification as an ISO Class 2 Fire Department. This new classification was after the NCOSFM completed their inspection and assessment of our department's capabilities earlier in the year. I am proud of our department and especially the men and women firefighters that made it possible to improve from our previous Class 3 Fire Rating to our new Class 2. We become one of only 38 Fire Departments in North Carolina to achieve a Class 2 Rating and currently only 21 other Fire Departments in the State have a higher rating, Class 1, above us out of 1,520 rated Fire Departments.



- We had our annual pump service testing performed this month. All apparatus passed with no issues. We did find some minimal maintenance issues needed addressing such as a few ball valve replacements but other than that everything went well.



- Also, we had our annual aerial service testing performed. All three aerials passed the non-destructive testing with no issues and they all passed.
- September 2nd, we held our quarterly retiree breakfast. We had 21 retirees in attendance.
- We provided back-up ambulance coverage for three Varsity, one J.V. and two middle school football games.

- We performed several medical standbys for City sponsored events this month including the Car Show and the Caldwell Arts Council's Sculpture Celebration. We also provided medical standby for one Caldwell Youth Football program game.
- We were able to fill the three full-time vacancies we had open. The firefighters hired were, Philip Clark, Ty Williamson and Justin Ramsey. Each of these firefighters came highly recommended from their peers and previous employers. Philp is from Lenoir and was previously employed at Lincolnton Fire Department and has five plus years in LGERS. Ty is from Iredell County but has moved to Lenoir and was previously employed at Catawba County EMS. Justin is from Catawba County and was previously employed at St. Stephens Fire Department and is a volunteer at Little River Fire Department. Congratulations to all of you and welcome to our Lenoir Fire Department family.



Philip Clark



Ty Williamson



Justin Ramsey

RESPONSES/INCIDENTS/CALLS FOR SERVICE

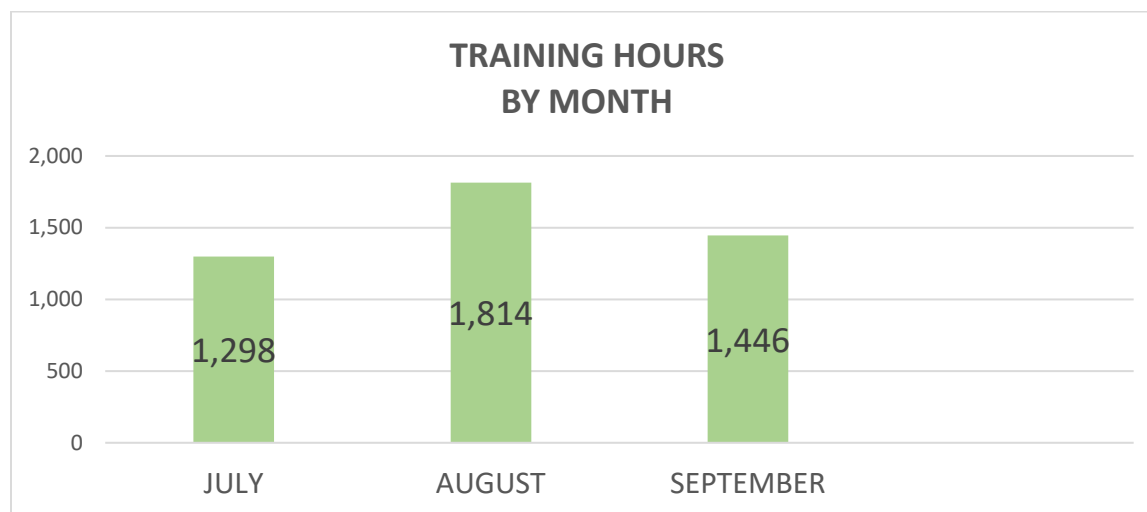
Incident Reports By Type of Situation Found	# of Incidents Current Quarter	2021 Quarterly Comparison	# of Incidents 2022 YTD
Fire, structure	6	6	21
Fire, vehicle & heavy equipment	4	5	14
Fire, brush or grass	14	14	53
Fire, trash	7	5	12
Fire, other	5	1	13
Medical call	455	372	1,098
EMS lift assist	12	17	46
Assist invalid, lift assist	7	10	25
MVA – with Injuries	33	30	87

MVA- no Injuries	29	21	82
Rescue call	42	41	113
Service call, public	78	59	190
Cover in assignment	7	0	10
Hazardous condition, other, power lines	21	12	46
Hazardous material or spill	9	7	26
False alarm, sprinkler	5	8	28
False alarm, smoke or carbon monoxide	27	19	69
False alarm, alarm sounded	48	43	129
False alarm, malicious & bomb threats	0	1	1
False alarm, other	34	32	83
Severe weather or natural disasters	6	4	16
TOTALS	849	707	2,162

Incident Responses by Districts	# of Incidents Current Quarter	Avg. Response Time/Minutes	Incidents 2021 Comparison	Response Time 2021 Comparison
Station 1	524	4:00	457	3:45
Station 2	217	3:47	207	3:17
Station 3	108	3:52	88	3:17
TOTALS	849	3:53	752	3:26

TRAINING REPORT

In the third quarter, our department personnel participated in a total of **4,589 hours** of training, on and off duty which averages to about **79 hours** per firefighter.



- **July**, we participated in EMT in-service, which is a monthly requirement and our focus was on Hazardous Materials.
- **August**, we participated in EMT in-service and our focus on duty was Hose, Nozzles and Appliances and School Active Shooter.
- **September**, we participated in EMT in-service and our focus on duty was Water Supplies and UTV annual Training.

FIRE PREVENTION ACTIVITIES

- In the third quarter of this year we have performed and delivered **2 fire prevention presentations/programs**. We were able to perform these programs in businesses and schools and reached a **total of 239 people, 165 children and 74 adults**.
- This quarter, we were able to continue our smoke alarm program. Our staff distributed and installed **12 smoke alarms** this quarter ensuring early warning detection of a fire and improving the safety of the citizens at these residences. This program is made possible by the grant award from NC Office of State Fire Marshal and the department budget.



FIRE MARSHAL'S REPORT

Fire Marshal - This quarter the Fire Marshal performed a total of **104 fire code inspections** on businesses within Lenoir City Limits. In July he completed **34**, August he completed **42** and in September he completed **28**.

- Also this quarter, he responded to possible fire code violation complaints at four businesses (Wal-Mart twice, Greer Apts., and Recycling Associates) that he addressed and the company's came into compliance.
- Chief assisted businesses and developers with continued work to meet fire codes at several different locations (Gas-N-Go, Kattz Corner, First United Methodist Church, Caldwell County School System, Poly Chem Alloy, Old Mulligans Restaurant, Old Thomasville Furniture/Legacy Furniture/Craftmaster, Lenoir Post Office, JBS Meta

Packing, Mi Molcajete, Caldwell Memorial Hospital, DariO, McCreary Cancer Center, and First Baptist Church. This Office also assisted with the City of Lenoir's Fireworks, Caldwell County Fairgrounds Fireworks, the Circus, a tent Revival and the Caldwell County Animal Shelter.

- Assisted Google and Lenoir Post Office with their Fire Drills
- Developed a citation program to address offenders whom have multiple violations

FIRE INVESTIGATIONS – In accordance with N.C.G.S. Chapter 58 article 79, all fires that occur inside the City Limits of Lenoir are investigated for cause and determination. We have certified fire investigators on each shift and they work under the direct supervision of our Fire Marshal. This quarter we had **36 fires** that occurred in the City.

- Of the 36 fires mentioned, 6 were structure fires that occurred in residential and commercial structures. The major fires that occurred this quarter were at Woodgrain Millworks, Bernhardt Furniture, Nara Express, Willow St. Warehouse and we had one fatality house fire.
- We had 21 instances of subjects performing illegal burns.

EMERGENCY MANAGEMENT – The Fire Marshal also acts as the City of Lenoir's Emergency Manager under the direct supervision of the Fire Chief. This position works closely with local and State Emergency Management and partners with the LEPC to respond and mitigate hazardous/disasterous incidents or situations.

- Black substance in a creek, worked with DENR on this project.
- Multiple Storm Preps (Hurricane Ian prep)
- Transmission Fluid Spill on Connelly Springs Rd
- Tree on a house on Mountain View St.
- Oil Spill from a road tractor at the Complex
- Storm Drain issue at Google
- Cool Seal spill at Harper/Abington
- Horseshoe Nails spill from roadway
- Gas Leaks at Finley Ave., Torrence Circle, Summerfield Ct., Cooperative Way, Fairwood Dr., and Jim Barger Ct.

OTHER DUTIES – Our Fire Marshal also performs IT services for our department to help the City's IT staff. This quarter, he assisted all three stations in the upkeep of all computers, information TVs and network issues.

- Chief Jacobs also attended and participated in the NC Rescue Association Convention to keep abreast of emerging issues.
- Chief Jacobs also completed the Fire Inspector Level II class and will apply for the Certification before December this year.
- The department along with Chief Jacobs worked on a plan to obtain three part-time Fire Inspector positions to assist with the demands of Fire Code Enforcement.

LOGISTICS' REPORT

MAINTENANCE – This portion of the report will indicate any maintenance that took place on apparatus and/or facilities for the quarter.

July – Ladder 1 outsourced repair work \$2,134.70

- Ladder 1 outsourced repair work on wiring and replace distribution box \$1,080.93
- Ladder 1 adjusted brakes, repaired coolant leak, and repaired broken coolant reservoir \$367.00
- Ladder 2 replaced door hinge \$620.06
- Ladder 2 outsourced three ladder rungs \$455.00
- Tower 1 ATF 1 gallon \$20.80
- Rescue 1 A/B Repair work \$377.09
- Engine 3 A/B Repair work \$281.00
- Engine 3 replaced marker light, back rear seal and cab lock \$539.14
- Engine 3 NC Safety Inspection \$16.85
- Engine 1 A/B Service and adjusted brakes \$443.69
- All apparatus waxed
- Station 2 replaced dishwasher \$503.66

August – Engine 2 A/B Repair work \$720.93

- Engine 2 replaced driver side windshield \$820.00
- Car 2 recharged AC and NC Safety Inspection \$53.07
- Rescue 10 A/B Repair work \$106.81
- Rescue 10 NC Safety Inspection \$16.85
- Ladder 2 replaced rear leaf springs \$1,537.30
- Ladder 2 A/B Repair work \$1,764.54
- Car 4 had the NC Inspection performed \$16.85
- Ladder 1 had a service call for warning light on and repairs costed \$1,138.37
- SCBA Annual Flow Testing \$2,887.85
- All Station Generators Serviced \$1,095.30

September – Engine 3 supplies power steering fluid \$19.96

- Engine 3 repair work power steering reservoir \$21.00
- Rescue 10 repair work brake system \$418.82
- QRV 1 replaced battery \$135.62
- QRV 2 NC Safety Inspection \$16.85
- QRV 3 NC Safety Inspection \$16.85
- Dodge Station truck NC Safety Inspection \$16.85
- All aerials had their annual test and inspection \$2,463.08
- Station 2 AC repair \$357.12

EQUIPMENT PURCHASES – This portion of the report will indicate the major equipment purchases for the quarter.

July – We purchased a 2022 Chevrolet Silverado 1500 Crew Cab pickup truck for the Fire Marshal \$38,850.00. It was lettered and striped \$1,466.13. We are still awaiting to have all audible and visual warning devices installed.



- We purchased three battery jump starters one for each station \$528.00



August – No major equipment purchases were performed this month

September – We purchased four new SCBAs \$39,450.61. This is part of our annual replacement program.



Respectfully submitted by;

Ken Hair

Fire Chief, City of Lenoir Fire Department



November 2022



	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:00 p.m. City Council	2 9:00 a.m. Staff Mtg.	3	4	5
6	7	8	9	10 6:00 p.m. Lenoir Business Adv. Board	11 Veterans Day! City Offices Closed! 11:00 a.m. Veterans Service on Square	12
13	14 Noon-City/County Services Committee	15 8:00 a.m. EDC Cancelled - City Council Meeting	16 National League of Cities Conference Begins	17	18	19 National League of Cities Conference Ends
20	21	22 Cancelled-Committee of the Whole Mtg. 5:00 p.m. Turkey Tuesday (MLK Ctr.)	23	24 City Offices Closed in Observance of Thanksgiving!	25 City Offices Closed in Observance of Thanksgiving!	26
27	28 5:30 p.m. Planning Board	29	30 Noon - Foothills Regional Airport Authority			
		Notes for December The Christmas Parade is scheduled for Friday, December 2 at 6:30 p.m. City offices will be closed on Friday, December 23, Monday, December 26 & Tuesday, December 27 in observance of Christmas & on Monday, January 2 in observance of New Year's Day.				

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