

**LENOIR CITY COUNCIL
TUESDAY, MARCH 21, 2023
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, David Stevens, Kent Greer, Ike Perkins, Todd Perdue, Ralph Prestwood, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney T.J. Rohr.

I. CALL TO ORDER

A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

**SPECIAL RECOGNITION;
WESTERN PIEDMONT SISTER CITIES**

ASSOCIATION: B. On behalf of City Council, Mayor Gibbons read and presented a resolution to Ms. Tracy Trimble in honor and recognition of the Western Piedmont Sister Cities Association's (WPSCA) 30-year Anniversary.

Mayor Gibbons also presented Ms. Trimble with a small city flag, two city coins and two lapel pins for placement in the time capsule the organization is participating in along with the surrounding municipalities. WPSCA plans to bury the time capsule on the grounds of the Western Piedmont Council of Governments (WPCOG) in Hickory.

Ms. Trimble thanked City Council for the honor and recognition. Ms. Trimble stated (WPSCA) hopes to get a partnership restarted next semester with Hibernian High School. She shared (WPSCA) also plans to organize an educational and cultural exchange by visiting the Oktoberfest in Hickory, NC, along with arts and municipal governments. This event will include the four county area of Alexander, Burke, Caldwell, and Catawba.

WELCOME; GERMAN EXCHANGE

STUDENTS: C. On behalf of City Council, Mayor Gibbons welcomed a group of twelve students and two teachers, Gregor Fuetterer and Svea Beiser, who are visiting Lenoir through an exchange program with Hibernian High School (HHS). Mayor Gibbons presented each student with a lapel pin and the teachers and Sascha Sanderlin, German and Spanish language teacher at HHS with a small city flag, two city coins and two lapel pins. The students introduced themselves and said what area they are from in Germany.

Mr. Sanderlin thanked City Council for the recognition and stated this is the tenth year Hibernian High School has participated in the German American Partnership Program (GAPP.) He remarked this program enriches the entire community as the students learn so much from each other. Mr. Sanderlin also stated the exchange program is funded by Germany and the United States.

Mr. Sanderlin shared the students enjoyed visiting the Nascar Hall of Fame and thanked the host families along with the community. He thanked City Council for inviting them to share their experience and mentioned students were previously unable to visit for the past couple of years due to COVID.

Mr. Gregor Fuetterer also thanked City Council and all the host families. He stated they could not do this program without having the host families. He stated he appreciates everyone's hospitality by making the students feel welcome and at home. Mr. Fuetterer said he would like to visit our area again sometime as it is a great place and he hopes to continue the great partnership. Mr. Fuetterer presented Mayor Gibbons with several presents from the Black Forest area including a small red hat, a chocolate bar and note pad.

On behalf of City Council, Mayor Gibbons stated he was glad everyone enjoyed their time here and also recognized and thanked all of the host families including Councilmember David Stevens.

**2022 NC MAIN STREET AWARD
WINNER LIQUID ROOTS & MAIN
STREET DEPARTMENT:**

- D. On behalf of City Council, Mayor Gibbons congratulated Tommy and Jamie Brubaker and Taylor and Katie Brummett, owners of Liquid Roots Brewery, upon their receiving the North Carolina Main Street Award for 2022 during the Main Street Conference held in Statesville on March 14 – 16.

Mr. & Mrs. Brubaker and Mr. & Mrs. Brummett thanked City Council for the recognition and for all of their support.

In addition, the City's Main Street Department received the 2022 Award of Merit in the Best Economic Recovery Initiative for Staff's "Pivots & Patronage (PPP) with Digital Platforms Initiatives" program, which included the Leprechaun Chase, Halloween Heist and digital games.

**COMMENDED;
CITY STAFF:**

- E. Mayor Gibbons commended Kaylynn Horn, Main Street Director, and Matthew Anthony, Downtown Event Coordinator, for all their hard work during the Main Street Conference and stated they also participated in several sessions.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of Budget Retreat of Friday, February 24, 2023 as submitted.
- B. Renewal; Sidewalk Café Permit: Approval of the renewal of the Side Street Pour House Sidewalk Café Permit with the following conditions (carried forth from the original approval.)
 - 1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings of modifying any enclosure fencing.
 - 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.

3. All provisions of Sec. 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department. (A copy of the permit is hereby incorporated into these minutes by reference. Refer to pages.)
- C. Purchase; Refuse Truck: Staff recommends City Council authorize the purchase of the 2024 Freightliner M2106 – Heil DuraPack 5000 – 25 cubic yard heavy-duty compaction rear loading refuse truck by resolution at a cost of \$228,818.73 and the utilization of the competitive bidding group purchasing exception. (A copy of the bid tab is hereby incorporated into these minutes by reference. Refer to page.)
- D. WPCOG Stormwater Partnership; Contract Renewal: Approval of the Contract Renewal between the Western Piedmont Council of Governments and the city of Lenoir for Assistance in Supporting the Western Piedmont Stormwater Partnership for July 1, 2023 – June 30, 2025 at a cost of \$110,724. (A copy of the contract is hereby incorporated into these minutes by reference. Refer to pages.)
- E. WPCOG Stormwater Mapping Agreement: Approval of the Agreement between the Western Piedmont Council of Governments and the City of Lenoir for the Provision of Stormwater Utility Mapping Services at a fee not to exceed \$188,044. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages.)
- F. Resolution; Western Piedmont Sister Cities Association 30-year Anniversary: Approval of a resolution in honor and recognition of the Western Piedmont Sister Cities Association 30-year Anniversary. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page.) Note: This resolution was added to the Consent Agenda by City Council.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to approve the items listed on the Consent Agenda (A-F) as described above and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

FOOTHILLS REGIONAL AIRPORT FACILITY:

1. The Foothills Regional Airport Authority will meet on Wednesday, March 29 at noon at the Airport facility.

NATIONAL LEAGUE OF CITIES; CONGRESSIONAL CITY CONFERENCE:

2. The National League of Cities (NLC) Congressional City Conference will be held on Saturday, March 25 through Tuesday, March 28 in Washington, DC. Representing the City of Lenoir will be Mayor Pro-Tem Crissy Thomas, City Attorney T. J. Rohr and City Manager Scott Hildebran.

CANCELLED; COMMITTEE OF

THE WHOLE: 3. The Committee of the Whole meeting scheduled on Tuesday, March 28 has been canceled.

BUDGET

MEETING: 4. A Budget Meeting is scheduled for Thursday, March 30 beginning at 8:30 a.m. at City Hall, Third floor.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS****IX. REPORT AND RECOMMENDATIONS OF THE MAYOR****X. ADJOURNMENT**

A. There being no further business, the meeting adjourned at 7:03 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

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

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

Submittal Checklist:

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

Permit Information:

Property Address: 128 Main St. NC PIN: _____

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

Business Name: Side Street Pour House & Grill

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

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

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

Contact Information:

Name of Restaurant Operator: Kevin Eller

Street Address: 2606 Keyes Pl

City: Lenoir State: NC Zip: 28645

Phone Number: 828-234-4535

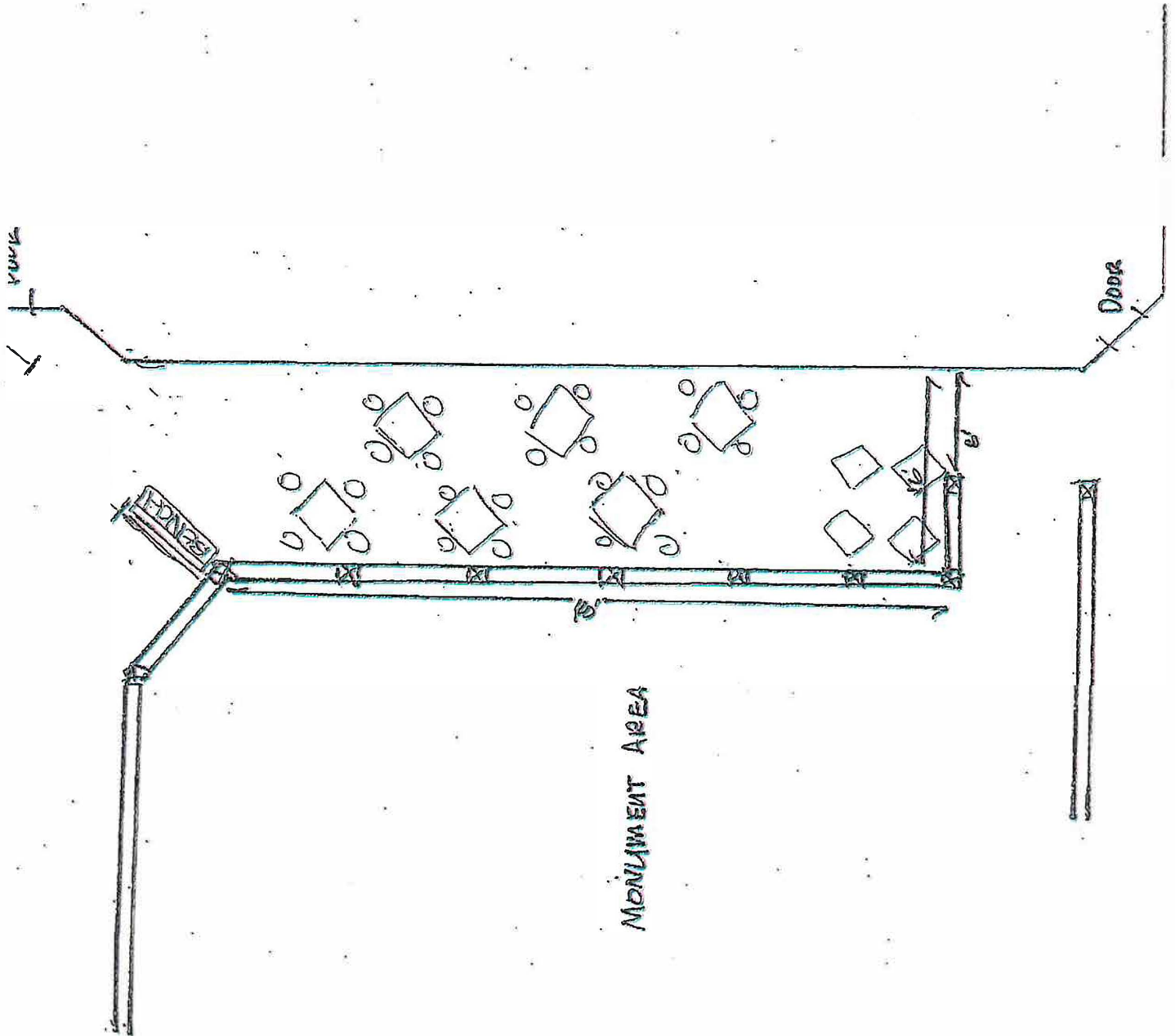
Fax Number: _____

Email: kevin.eller@yahoo.com

Owner's Signature: [Signature]

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

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





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**RESOLUTION BY LENOIR CITY COUNCIL AUTHORIZING THE
UTILIZATION OF THE GROUP PURCHASING PROCESS AND
AUTHORIZING THE PURCHASE OF A REFUSE TRUCK**

WHEREAS, the City Council of Lenoir approves the purchase of a 2024 Freightliner M2106 - Heil DuraPack 5000 - 25 cubic yard heavy-duty compaction rear loading refuse truck. It was anticipated the purchase would be made out of the FY 23-24 budget however; the truck will become available sooner than anticipated. Due to limited supply chain availability and the need for the equipment, staff recommends purchasing the truck when it becomes available and replacing the funding July 1, 2023 using revenue replacement funding for the purchase.

WHEREAS, the City Council of Lenoir approves the utilization of the competitive bidding group purchasing process as allowed by the General Statutes (GS 143-129(e)(3)). This vehicle is on the North Carolina Sheriffs' Association (NCSA) contract bid# 22-06-0426R.

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

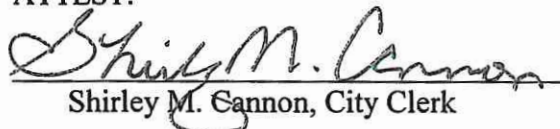
City Council approves the purchase of a refuse truck from Carolina Environmental Systems, Inc. in the amount of \$228,818.73 and replacing the funding July 1, 2023 using revenue replacement funding for the purchase.

Adopted this the 21th day of March, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
 STORMWATER PARTNERSHIP
JULY 1, 2023 – JUNE 30, 2025

This AGREEMENT, to be effective on the 1st day of July, 2023, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Storm Water Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. ("Stormwater Partnership" hereinafter); and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the NPDES Phase II six minimum measures through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the work described in this contract.

4. **Compensation.** The Local Government will pay the Planning Agency a regional Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit A. The City of Lenoir's calculated Stormwater Partnership fee for the period beginning July 1, 2023 and ending June 30, 2025 is not to exceed **\$110,724.00** (one hundred ten thousand seven hundred and twenty-four dollars). These fees will be billed in eight quarterly payments of **\$13,840.50** (thirteen thousand eight hundred forty dollars and fifty cents).

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's program. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate.

6. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

7. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2023 and ending June 30, 2025.

8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community

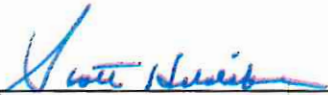
Development Act of 1974, Section 109.

10. Age Discrimination Act of 1975, as amended. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. Section 504, Rehabilitation Act of 1973, as amended. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: 
City Manager

By: _____
Executive Director

By: 
City Clerk

Planning Agency:
By: _____
Chair

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

EXHIBIT A

THE CITY OF LENOIR WESTERN PIEDMONT STORMWATER PARTNERSHIP JULY 1, 2023 – JUNE 30, 2025

PROGRAM OVERVIEW

The following work program is presented as descriptive of the work called for in the agreements concerning stormwater program assistance activities by the Western Piedmont Council of Governments for local governments in the Stormwater Partnership.

1. The Western Piedmont Council of Governments staff will work with the Local Government's Staff to adapt the work plan and priorities as needed to satisfactorily implement requirements in NPDES Phase II Permits and management plans.
 - Public Education and Outreach on Storm Water Impacts – The Planning Agency will fulfill the education and outreach component of the permit by developing workshops; arranging speakers; development of school partnerships and projects; preparing outreach materials; and presenting to various groups and at events, and other Education Outreach activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Public Involvement and Participation – The Planning Agency will manage planning and implementation of public events for stormwater information to the general public as well as coordination of volunteer programs for stormwater programs or stream cleanups, and other Public Involvement and Participation activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Illicit Discharge Detection and Elimination – The Planning Agency will conduct active investigation and enforcement of the Local Governments illicit discharge within the Local Governments jurisdiction and other Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
 - Construction Site Stormwater Runoff Control – North Carolina Division of Environmental Quality is responsible for the Local Government's Construction Site Stormwater Runoff Control Program. Follow-up by the Planning Agency will occur.
 - Post-Construction Storm Water Management in New Development and Redevelopment – The Planning Agency will manage the permitting process, annual reports, inspections, and files associated with Post Construction as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

- Pollution Prevention/Good Housekeeping for Municipal Operations – The Planning Agency will conduct education to Local Government employees and inspection of Local Government facilities for Pollution Prevention/Good Housekeeping activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 FOR THE PROVISION OF
 STORMWATER UTILITY GIS MAPPING SERVICES:
 March 1, 2023- December 31, 2025

This AGREEMENT, entered into on this the first day of March 2023, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$183,044.00** (One Hundred eighty-three thousand and forty-four dollars) during the period beginning March 1, 2023 and ending December 31, 2025 (22 months). These fees will be billed in monthly payments of **\$8,320.18** (Eight thousand three

hundred twenty dollars and eighteen cents).

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning March 1, 2023 and ending December 31, 2025.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

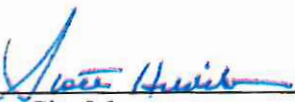
IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: 
Mayor

By: _____
Executive Director

By: 
City Manager

PLANNING AGENCY:
By: _____
Chair

Pre-audit statement:

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

By: 
Local Government Finance Officer

**ATTACHMENT A
CITY OF LENOIR
STORMWATER UTILITY GIS MAPPING SERVICES:
MARCH 1, 2023 – DECEMBER 31, 2025
WORK PROGRAM/BUDGET**

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning Stormwater Utility GIS Mapping Service activities by the Western Piedmont Council of Governments for the City of Lenoir. The product(s) of the planning activities shall be:

I. WORK PROGRAM/SCOPE OF SERVICES

The general scope of services called for in this work program require the Planning Agency, on the behalf of the Local Government, to provide professional staff time to map and update the Local Government's GIS database for its stormwater utilities as outlined in the local government's Stormwater Management Plan. This includes:

Outfalls and receiving waters

- Storm sewer pipes
- Open channel conveyances (swales, ditches, etc.)
- Catch basins/inlets/Culverts
- Flow Directions
- Interconnections with other MS4s and other storm sewer systems
- Municipally-owned stormwater treatment/retention structures including but not limited to
 - detention and retention basins
 - infiltration systems
 - bio-retention areas
 - water quality swales
 - gross particle separators
 - oil/water separators
 - other proprietary systems

The mapping of stormwater utilities will be used for Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.

II. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES

- A. A Planning Agency GIS Analyst will provide services in oversight and performance of tasks required in this contract for services. The Analyst will primarily perform the required duties from the field and physical location of the Planning Agency. The

Project GIS Analyst will be assisted in various facets of the contract by other GIS staff from the Planning Agency office.

- B. The Local Government will be responsible for assisting the Planning Agency in maintaining the necessary Esri GIS licenses for both Local Government and Planning Agency use in fulfilling the requirements of this contract.
- C. Planning Agency staff are covered by workers compensation insurance in accordance to State Statutes. A limited amount of other insurance is provided by the Planning Agency via relationship with the League of Municipalities. The Planning Agency does provide automobiles to employees. All Planning Agency staff are required to have a valid driver's license, insurance and a vehicle that can be used for Agency purposes.
- D. The Planning Agency will ensure that all GIS data and applications are compatible with current tablets and smartphones, as well as PCs. This will primarily be achieved via ArcGIS Online, Collector for ArcGIS, ArcServer and associated technologies.
- E. The Local Government will be responsible for purchasing and managing its own subscriptions to Esri's ArcGIS Online service. Dollars for this requirement are not included in this contract.

III. COMPENSATION

For the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$183,044.00** (One Hundred eighty-three thousand and forty-four dollars) during the period beginning March 1, 2023 and ending December 31, 2025 (22 months). These fees will be billed in monthly payments of **\$8,320.18** (Eight thousand three hundred twenty dollars and eighteen cents).