

**LENOIR CITY COUNCIL
TUESDAY, MAY 16, 2023
6:00 P.M.**

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

CITY STAFF: In attendance was Finance Director Donna Bean, Interim Fire Chief Kenny Nelson, Police Chief Brent Phelps, Planning Director Hannah Williams, Planning Technician Lauren Hartley, Parks & Recreation Director Phillip Harper, Public Utilities Operations Manager Jeff Church, Public Works Operations Manager Jon Hogan, City Consultant Ed Evans, Downtown Event Coordinator Matthew Anthony and Communications Director Joshua Harris.

ABSENT: Public Services Director Radford Thomas, and Economic Development Director Kaylynn Horn.

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;
POLICE DEPARTMENT:**

- B. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Police Chief Brent Phelps proclaiming the week of May 15 – 21 as “Peace Officers’ Memorial Week” and Monday, May 15 as “Peace Officers’ Memorial Day” throughout the City of Lenoir.

Mayor Gibbons thanked Chief Phelps and members of the Lenoir Police Department for all they do for the citizens of Lenoir every day.

Chief Phelps shared that President John F. Kennedy signed a law on October 1, 1962 designating May 15 as Peace “Officers Memorial Day” in honor of federal, state, and municipal peace officers who have been killed or disabled in the line of duty. Chief Phelps reported that 247 officers across the nation died in the line of duty during 2022. He gave a breakdown of how the officers were as follows:

- a) 82 officers died from Covid 19
- b) 61 officers died as a result of gunfire
- c) 33 officers died as a result of an automobile crash

Chief Phelps expressed sympathy to all the families that lost a loved one. He stated nine of the officers were from North Carolina, but none lived in Caldwell County. Chief Phelps

remarked he was proud of all of the Department's men and women and their dedication for coming in each day aware that an incident could happen at any time. He thanked City Council for recognizing all of these officers.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

ZONING AMENDMENT #1-23 CODE OF ORDINANCES, SECTION 19-66:

- A. A public hearing was held to receive public comments regarding Zoning Amendment #1-23 to the Code of Ordinances, Section 1, Appendix A., Article IV., Definitions, as related to "Retailing, Light" and "Retailing, Intensive" as submitted. Staff recommends adoption of the submitted Ordinance.

Mayor Gibbons opened the public hearing to receive public comments regarding the Zoning Amendment.

Planning Director Hannah Williams stated John Moore, Brushy Mountain Builders, submitted an application to the Planning Board for a Zoning Ordinance Amendment proposing to add "pawn and trade shops" to the definition of "Retailing, Light" in order to develop a pawn shop business at a property he owns, which is zoned B-6 (transitional Business). She explained "pawn and trade shops" are currently defined under "Retailing, Intensive."

Director Williams stated the definition of Light Retailing includes many common retail uses, from shopping malls to liquor stores. Light retail includes any retail use that displays a majority of their products indoors, and does not typically have land use impacts on neighboring properties. Notably, many retail uses that usually sell similar items found in a pawn shop are included under Light Retail, such as hardware, gun and jewelry sales. Intensive Retailing includes any retail use that, due to the nature of the products sold, primarily uses outdoor displays. This includes car and truck sales, boat sales, and heavy equipment sales. These are all retail uses that usually need an outdoor lot to display and store goods. Pawn and trade shops usually do not display goods outdoors. Director Williams stated that classifying pawn and trade as light retail is a logical suggestion.

In addition, Director Williams informed Council the Planning Staff and Planning Board recommended approval of adding pawn and trade to the Retailing, Light definition in the Lenoir Zoning Ordinance, and offered the following consistency statement:

The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards which are easy to understand. This text amendment aligns the land-use impacts with the appropriate permitted use by placing pawn and trade shops, an indoor retail use, within the light retail definition. The proposed amendment is reasonable and in the public interest because it allows for the reuse of a currently vacant building along a major corridor.

A copy of the ordinance is hereby incorporated into these minutes by reference. (Refer to pages 130-132.)

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Following a brief discussion and upon a motion by Councilmember Perdue, Council voted 7 to 0 to adopt Zoning Amendment #1-23 to the Code of Ordinances, Section 1, Appendix A, Article IV, Definitions, as related to “Retailing, Light” and Retailing, Intensive” by Ordinance and the Consistency Statement as presented and as recommended by Planning Director Hannah Williams.

CODE AMENDMENT #2-23, CODE OF ORDINANCES SECTION 19-66, MODIFICATIONS FOR MAJOR SUBDIVISIONS AS RELATED TO MINOR MODIFICATIONS AND MAJOR MODIFICATIONS/PLAT AMENDMENTS:

- B. A public hearing was held to receive public comments regarding Code Amendment #2-23 to the Code of Ordinances, Section 19-66, Modifications for Major Subdivisions as related to Minor Modifications and Major Modifications/Plat Amendments as submitted. Staff recommends adoption of the submitted Ordinance.

Mayor Gibbons opened the public hearing to receive public comments regarding Code Amendment #2-23 as submitted.

A copy of the ordinance is hereby incorporated into these minutes by reference. (Refer to page 133-135.)

Planning Director Hannah Williams explained to City Council that, according to N.C.G.S. 160D-403(d), “a local government may define by ordinance minor modifications to development approvals that can be exempted or administratively approved.” This statutory language adds administrative modifications as an option for local governments. It authorizes minor adjustments to projects that are already approved by City Council, so long as the local ordinance states what the minor modification allows. This administrative flexibility reduces the need for another full approval process to accommodate a limited change to the plans for a project.

Director Williams pointed out a property owner could not increase the density of their property or amend a condition previously adopted by City Council. These types of amendments would have to be presented to City Council for their consideration of approval.

City Attorney Timothy Rohr verified he was in agreement with the proposed code amendments.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Following a brief discussion and upon a motion by Mayor Pro-Tem Thomas, Council voted 7 to 0 to adopt Code Amendment #2-23 to the Code of Ordinances, Section 19-66, Modifications for Major Subdivisions by Ordinance as related to Minor Modifications and Major Modifications/Plat Amendments as submitted and as presented.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, May 2, 2023 as submitted.

- B. Proclamation; Approval of a proclamation proclaiming the week of May 15 – 21 as “Peace Officers’ Memorial Week and Monday, May 15 as “Peace Officers’ Memorial Day” throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 136.)
- C. Professional Services & Consulting Services Agreement; McGill Associates: Approval of the proposal for Professional Services & Consulting Services Agreement with McGill Associates: for the Water and Sewer Asset Inventory and Assessments, as submitted. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages 137-139).

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the items as listed above on the Consent Agenda as submitted and as presented by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

BUDGET WORK

- SESSION:** 1. A Budget Work Session will be held on Thursday, May 18 at 6:00 p.m. at City Hall, 801 West Avenue, Third Floor Conference Room.

PLANNING

- BOARD:** 2. The Planning Board will meet on Monday, May 22 at 5:30 p.m. at the City/County Chambers.

HOLIDAY

- CLOSING:** 3. City offices will be closed on Monday, May 20 in observance of Memorial Day.

MEMORIAL DAY

- SERVICE:** 4. The American Legion Post 29 will host a Memorial Day Service on Monday, May 29 beginning at 10:00 a.m. on the square in downtown Lenoir.

FOOTHILLS REGIONAL

AIRPORT AUTHORITY:

5. The Foothills Regional Airport Authority will meet on Wednesday, May 31 at noon at the Airport Facility.

- CRUISE-IN:** 6. A Cruise-In will be held on Saturday, June 3 from 3:00 p.m. – 9:00 p.m. in downtown Lenoir.

B. Items for Council Action

FY2023-24 PROPOSED

- BUDGET:** 1. City Manager Scott Hildebran presented the recommended FY2023-2024 Annual Budget for the City of Lenoir to City Council and further requested that City Council call for a public hearing to be held on Tuesday, June 6, 2023 to consider approval of the recommended

budget. Mr. Hildebran reminded Council the budget is based on City Council's priorities that were established at the annual Budget Retreat.

A copy of the budget is on file in the City Clerk's office and available for review on the City's website at www.cityoflenoir.com/budget.

City Manager Hildebran stated the recommended budget is comprised of General Fund, \$22,066,505, Special District Fund, \$236,900, Tourism Development Fund, \$90,000 and Water & Wastewater Fund, \$10,726,980 for a total budget of \$33,120,385. Mr. Hildebran also reviewed a pie chart of departmental expenditures as follows: Legislative \$394,941, Administrative \$724,112, Finance \$900,036, Planning \$621,923, Police, \$7,182,620, Fire, \$5,027,269, Recreation \$2,060,047 and Public Works \$5,155,557.

Mr. Hildebran stated the budget does not include any new debt or Fund Balance allocations. He further mentioned the state Powell Bill funding is expected to remain stable in the coming year. In addition, Mr. Hildebran stated the budget allocates funds from the federal Community Development Block Grant (CDBG) Capital Project Fund to continue improvements to The Campus. Several grants have been recently awarded to help fund additional improvements to The Campus as well.

The property tax rate of 0.57 per \$100 remains unchanged and the Rescue Readiness Tax remains at 0.85 per \$100 for a total tax rate of 57.85 per \$100. The budget includes a \$1.00 monthly increase in the Solid Waste Fee, bringing the total fee to \$12.00. All other general fund fees remain unchanged.

The budget includes more than \$100,000 for building demolitions, foreclosures and nuisance enforcement (excluding personnel expenses) in response to the City Council's priorities.

The proposed Water/Sewer Fund budget totals \$10,726,980 and includes a 4% increase in water and sewer rates effective July 1, 2023. The rate increase for a typical customer with 5,000 gallons of usage is anticipated to generate \$2.09 per month. All other Water/Sewer Fund charges/fees are unchanged. Mr. Hildebran stated the City has traditionally used the annual Consumer Price Index (CPI-South Region) for All Urban Consumers over the past 12-month period as a benchmark in determining the City's utility rates. The CPI was 6.4% as of February 2023.

Next, Mr. Hildebran reviewed General Fund revenues as follows: Property Taxes \$9,760,282, Sales Tax, \$5,635,970, and Utilities Franchise Tax \$2,410,000, and Other Revenue \$4,260,253.

In addition, Mr. Hildebran stated the current property tax rate of 0.20 per \$100 of assessed Downtown District property value remains unchanged as well.

Mr. Hildebran also shared the City's group health insurance premiums will increase by 5%, while maintaining the current plan benefits. After discussion with representatives from the North Carolina League of Municipalities (NCLM), the increase for the City's property and liability insurance was lowered to 11.86% and the increase for the City's workers' compensation insurance coverage was lowered to .40%.

Mr. Hildebran reported the recommended budget includes funding for computer and information technology upgrades throughout the organization to enhance and improve operations and security. The City continues to contract with the Western Piedmont Council of Governments (WPCOG) to manage and oversee our Federal Phase II Stormwater Program.

The budget also includes funding to contract with WPCOG to provide comprehensive mapping of our stormwater system. Further, the budget includes funding for a new Comprehensive Plan for the City which will focus on neighborhood planning including West End, Whitnel and other neighborhoods. Mr. Hildebran pointed out the budget funds all debt obligations.

Items from the General Fund Capital

Vehicle Services

- HVAC replacement unit
- Brake lathe
- Headlight adjuster

Streets

- Service vehicle

Cemeteries

- Cemetery Master Plan
- Zero turn mower
- Columbarium
- Service Truck

Sanitation

- Rear loading garbage truck
- Roll-off rentable containers

Police

- Classroom renovations
- Six (6) patrol cars
- Ten (10) mobile in-car radios
- Video enhancement system
- Four (4) spare Mobile Data Terminals

Fire

- Classroom renovations
- Ten (10) self-contained breathing apparatus (SCBA's)
- Fire Station II apron repairs
- Lung University Cardiopulmonary Assist System (LUCAS)
- HVAC replacement unit

Parks & Recreation

- New doors for Martin Luther King, Jr. Center
- Utility vehicle and mower
- Technology Upgrades

Rhodhiss Water Treatment Plant

- Two (2) pick-up trucks
- Lobby renovations
- American Water Infrastructure Act compliance improvements

Water Distribution

- Skid steer and mower
- Service Truck
- Major pressure reducing valve vaults

Gunpowder

- Grinder pump
- Screen bar replacement

Lower Creek Wastewater Plant

- Influent repairs

In conclusion, Mr. Hildebran restated the Recommended FY2023-2024 Budget is balanced and addresses Council's goals and priorities. He stated the budget does not fund all of the requested operating and capital needs, it represents a level of funding, which will allow the City to maintain and enhance current service levels while making organizational changes to be cost effective and more efficient. Mr. Hildebran remarked that Staff continues to display a culture that encourages cost savings to maximize resources to accomplish budget initiatives.

Mr. Hildebran stated that core services are continued with revenue projections estimated in a realistic, conservative manner. The projections include consideration for continued uncertainties of the future economic environment. Mr. Hildebran further reiterated that City and private sector employers are experiencing workforce challenges in recruitment and retention of employees. City Council and Management continue to recognize that our employees are vital to the delivery of quality municipal services and represent our most valuable asset.

Mr. Hildebran thanked Donna Bean, Finance Director, Department Directors, Team Lenoir and City Council for all of their hard work and support in compiling the budget. He emphasized the City's primary goal, each and every day, via our employee-led customer service initiative, remains to provide "Service Beyond Measure."

Mayor Gibbons and City Council expressed their appreciation to Mr. Hildebran for his outstanding leadership, hard work and all that he does for the City of Lenoir. Mayor Gibbons further stated he appreciates City Council and Staff's efforts in how well they work together.

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to schedule a public hearing on Tuesday, June 6 at 6:00 p.m. to consider adoption of the recommended FY2023-2024 Annual Budget as presented and as recommended by City Manager Hildebran.

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 was adjourned at 6:38 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH
CAROLINA, AMENDING APPENDIX A OF THE LENOIR CITY
CODE RELATED TO THE DEFINITION OF RETAIL,
PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.**

Whereas, Section 400 of the Lenoir Zoning Ordinance currently defines “Retailing, Light” for any retail use that displays a majority of their products indoors and due to the nature of the product for sale does not typically have land use impacts on neighboring properties and “Retailing, Intensive” for any retail use that, due to the nature of the products sold, primarily uses outdoor displays, which may or may not include long-term outdoor storage of merchandise; and

Whereas, Section 400 of the Lenoir Zoning Ordinance currently lists “pawn and trade shops” as a use under “Retailing, Intensive,” although pawn shops can effectively display a majority of products indoors and are similar in land use impacts to other uses listed under “Retailing, Light”; and

Whereas, retail uses with similar characteristics and impacts such as guns and ammunition sales, hardware stores, jewelry sale and repair, lawn and garden care supplies, radio and television sales, rent-to-own stores, second hand stores and swap shops are currently permitted within the “Retailing, Light” definition; and

Whereas, the performance standards and intensity of permitted uses would allow for the orderly and compatible development of pawn and trade shops in zoning districts where “Retailing, Light” is permitted, which are R-C (residential-commercial), O&I (Office and Institutional), B-2 (General Business), B-3 (Central Business), B-5 (Neighborhood Mixed Use), B-6 (Transitional Business), B-7 (Highway Business), I-1 (Light Industrial), and I-2 (Heavy Industrial); and

Whereas, a current owner of B-6 (Transitional Business) zoned property desires to open a pawn and trade shop under the development standards of the current zoning district, prompting staff to review the current ordinances and recommend approval of this proposed amendment; and

Whereas, the Lenoir Planning Board finds and declares that this ordinance and these amendments consistent with the City’s adopted Comprehensive Plan; and

Whereas, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. Appendix A, Article IV of the Code of Ordinances, City of Lenoir, North Carolina, "Definitions" is hereby amended to read as follows:

ARTICLE IV. – DEFINITIONS

Retailing, Light - Any retail use that displays a majority of their products indoors, does not store product outdoors, and due to the nature of the product for sale does not typically have land use impacts on neighboring properties. Light retail uses include but are not limited to: antennas, radio, TV, and dish sales and service, antique shops, apparel and accessory sales, appliance stores, art galleries, art and drafting supplies, audio/video sales, rental, and repair, automobile parts and accessories (no service), bakeries, bicycle sales/service, book and stationary stores, candy stores, convenience stores (no fuel pumps), crafts/hobby shops, delicatessens, department stores, drug stores, electronic products sales and service, fabric stores, film drop-off booths, florists, furniture and home goods stores, garden supply store, gift shops, glass and mirror store, grocery stores, guns and ammunition sales, hardware stores, jewelry sale and repair, lawn and garden care supplies, lighting stores, line and uniform supply stores, liquor (ABC) stores, music stores, musical instrument sales and service, novelty and souvenir shops, office equipment and supply stores, pawn and trade shops, pet shops, pharmacies, photography supply stores, plumbing and heating supplies, produce stands, radio and television sales, rent-to-own stores, second hand stores and swap shops, shoe sales and repair, shopping centers and malls, sporting goods stores, and supermarkets.

Retailing, Intensive - Any retail use that, due to the nature of the products sold, primarily uses outdoor displays, which may or may not include long-term outdoor storage of merchandise. Intensive retail uses include but are not limited to: Auction sales, automobile and truck sales (new or used), boat sales, farm machinery sales, farm supplies, heavy equipment sales and service, livestock sales, manufactured home sales, RV sales, monument sales, motorcycle sales, ~~pawn and trade shops~~, stone and clay products sales, and truck, farm equipment, and heavy equipment sales.

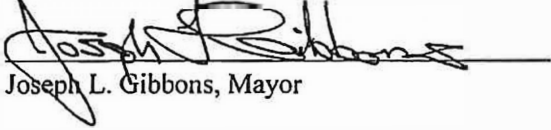
SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 3. EFFECTIVE DATE. This ordinance takes effect upon adoption.

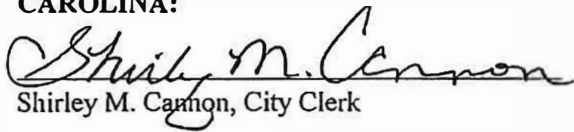
DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this 4th day of May and this 16th day of May, 2023.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 16th day of May, 2023.

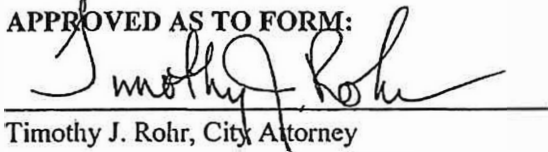
BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:


Joseph L. Gibbons, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:


Shirley M. Cannon, City Clerk

APPROVED AS TO FORM:


Timothy J. Rohr, City Attorney

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**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR,
NORTH CAROLINA, AMENDING CHAPTER 19
OF THE LENOIR CODE OF ORDINANCES RELATED TO
SUBDIVISIONS, PROVIDING FOR CODIFICATION, AND
AN EFFECTIVE DATE.**

Whereas, the NC General Statutes give local governments authority to regulate land use and development, and specifically establish procedures allowing for administrative review of proposed minor amendments for development approvals in NCGS 160D-403; and

Whereas, the Lenoir Planning Board finds and declares that this amendment is consistent with the City's adopted Comprehensive Plan which calls for straightforward regulation and is linked to Lenoir's local authority to regulate subdivisions; and

Whereas, the Lenoir City Council hereby finds and declares that this amendment is in the best interest of the public health, safety, and welfare since it will streamline approval of minor changes to developments; and

NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. Chapter 19 of the Code of Ordinances, City of Lenoir, North Carolina, "Subdivisions" is hereby amended to read as follows:

Sec. 19-66. ~~Reserved.~~ Modifications for Major Subdivisions

(1) *Minor Modifications.* Subsequent development applications may incorporate minor changes from the development defined by the major subdivision approval, without the need to amend the major subdivision, where the Planning Director determines that the changes:

- a. Continue to comply with this Ordinance or any other local development regulation; and
- b. Are necessary to comply with conditions of approval; or
- c. Are necessary to comply with a development regulation or accommodate a physical site constraint that was not known at the preliminary site design phase and would not significantly alter the development's general function, form, intensity, character, demand on public facilities, impact on adjacent properties, or other characteristic from that indicated by the conditions of approval.

(2) *Major Modifications/Plat Amendments.* Any requests for changes or modifications to the development outlined in the major subdivision that do not meet the standards for minor modifications above shall constitute a major change requiring an amendment to the major subdivision. Amendments for major modifications shall follow the same process for approval as the original preliminary plat. In any case, the following changes from the major subdivision approval shall always constitute a major change:

- a. A change in a condition of approval;
- b. A change in uses permitted or the density of overall development.
- c. An increase greater than ten percent in the amount of land devoted to non-residential uses.

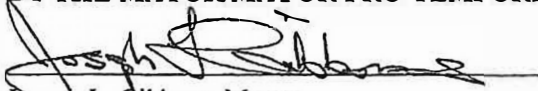
SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 3. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this 4th day of May and this 11th day of May, 2023.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2023.

BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:


Joseph L. Gibbons, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:


Shirley M. Cannon, City Clerk

APPROVED AS TO FORM:


Timothy J. Rollr, City Attorney

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

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PROCLAMATION



In Recognition of
Peace Officers' Memorial Week
May 15 – 21, 2023

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Lenoir Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Lenoir; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Lenoir Police Department unceasingly provide a vital public service;

NOW THEREFORE, BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and call upon all citizens of Lenoir and upon all patriotic, civic and educational organizations to observe the week of May 15 – May 21, 2023, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

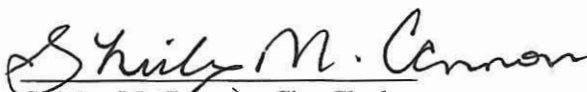
FURTHERMORE, I proclaim and call upon all citizens of the City of Lenoir to recognize May 15, 2023, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 16th day of May, 2023.

SEAL


 Joseph L. Gibbons, Mayor

ATTEST:


 Shirley M. Cannon, City Clerk



May 9, 2023

Mr. Scott Hildebran, City Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Proposal for Professional Services
Asset Inventory and Assessments (AIAs)
City of Lenoir, North Carolina

Dear Mr. Hildebran:

McGill is pleased to provide the City of Lenoir with this proposal for professional services related to Water AIA Grant No. AIA-D-ARP-0223 and Sewer AIA Grant No. AIA-W-ARP-0024. The Asset Inventory and Assessment (AIA) Project will build upon the accomplishments of initial AIA grants received in 2016. Key outcomes of the Water AIA work included identifying areas of diminished water transmission capacity, reduced pumping rates, future upgrades required to support effective management of pressure zones, and expanding the Water CIP to address identified infrastructure deficiencies. Key outcomes of Sewer AIA work included identifying areas with excessive inflow/infiltration (I/I), assessments of critical infrastructure contributing to excessive I/I, and expanding the Sewer CIP to address identified infrastructure deficiencies.

The City is now in need of preparing a detailed inventory and assessment of the water and sewer systems. The major tasks and deliverables include:

1. Asset inventory of water and sewer systems, including pipes, manholes, and other horizontal assets, as well as an inventory of vertical assets including the Water Treatment Plant, booster pump stations, tanks, sewer pump stations, and the two Wastewater Treatment Plants.
2. Assessment of the condition of inventoried assets and criticality scoring matrix of assets.
3. Identification of Water System improvements and costs.
4. Updates to the Water Capital Improvements Plan (CIP).
5. Preparation of a complete Water Asset Management Plan for the water system

SCOPE OF SERVICES:

We anticipate providing the following **Scope of Services** for the project. Budgets for individual tasks are indicated below for grant record keeping purposes.

Water AIA

• Preliminary work and site visits	\$30,000
• Water system and WTP asset inventory	\$80,000
• Water asset assessment and scoring	\$50,000
• Water Capital Improvement Plan (CIP)	\$10,000
• Water Asset Management Plan (AMP)	\$30,000

Mr. Scott Hildebran
May 9, 2023
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Sewer AIA

• Preliminary work and site visits	\$30,000
• Sewer system and WWTP asset inventory	\$80,000
• Sewer asset assessment and scoring	\$50,000
• Sewer Capital Improvement Plan (CIP)	\$10,000
• Sewer Asset Management Plan (AMP)	\$30,000

BASIS OF COMPENSATION:

Based on the above understanding and scope of services, we proposed to provide our services for the following lump sum fees:

1. Water Asset and Inventory Assessment	\$200,000 (lump sum)
2. Sewer Asset and Inventory Assessment	\$200,000 (lump sum)

This proposal assumes the following:

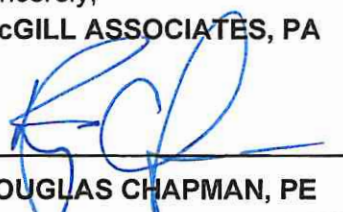
- AIA work does not include mapping or locating services.
- Necessary project information will be provided by City staff in a timely manner.
- City staff will examine all reports, estimates, and documents presented and render decisions and comments within a reasonable time to not delay the services.
- Additional services requested beyond the scope of services are available on an hourly basis in accordance with our Basic Fee Schedule.
- Invoices will be sent monthly as work progresses.

ACCEPTANCE

If you find this proposal acceptable, please sign and return this proposal along with the attached Consulting Services Agreement as your authorization to proceed. We look forward to working with you and your staff on this important project.

If you have any questions regarding this proposal, please do not hesitate to contact us at 828-328-2024.

Sincerely,
McGILL ASSOCIATES, PA

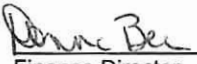

DOUGLAS CHAPMAN, PE
Vice President – Regional Office Manager
Date: 5-22-23

Enclosures: Basic Fee Schedule
Consulting Services Agreement

AUTHORIZATION:
CITY OF LENOIR


SCOTT HILDEBRAN
City Manager
Date: 5/17/2023

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

 5-17-23
Finance Director Date

CONSULTING SERVICES AGREEMENT

This contract entered into this 16th day of May, 2023 by and between the City of Lenoir hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written

notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

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

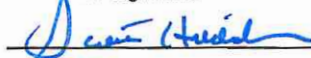
15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: 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.

17. Attachments to this document:

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

Client: City of Lenoir
Authorized Signature:



Name: Scott Hildebran
Title: City Manager
Address: Post Office Box 958
Lenoir, North Carolina 28645

McGill Associates, P.A.



Name: Douglas Chapman, P.E.
Title: Vice President - Regional Office Manager
Address: 1240 19th Street Lane, NW
Hickory, North Carolina 28601