



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, APRIL 16, 2024
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Annual Report: Police Chief Brent Phelps will present the Department's 2023 Annual Report to City Council.
- C. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Police Chief Brent Phelps proclaiming the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.
- D. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Fire Chief Norman Staines proclaiming Saturday, May 4, as "International Firefighters' Day" throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council 2024 Budget Retreat held on Tuesday, March 26, 2024 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting held on Tuesday, April 2, 2024 as submitted.
- C. Resolution; Water & Sewer Capital Improvements Plan: Approval of a Resolution to adopt the Water & Sewer Fund Capital Improvements Plan (CIP) as presented by City Staff. Note: This resolution is to meet the requirements of any future funding applications through the NCDEQ Division of Water Infrastructure SRF loan or grant funding programs or other available funding sources.
- D. Contiguous Annexation Petition: Approval of a Resolution Directing the City Clerk to check the Annexation Petition for Sufficiency for property located at the intersection of Hopedale Drive and Providence Lane (NCPIN#2757372828) and to call for a public hearing to be held on Tuesday, May 7 for consideration of approval of the annexation petition. Note: The parcel is within Lenoir's ETJ (Extra Territorial Jurisdiction), zoned as R-15 Single-family and is contiguous with the Lenoir City Limits.
- E. General Counsel Agreement; City Attorney: Approval of the General Counsel Agreement between the City of Lenoir and the law firm of Wilson, Lackey, Rohr, & Hall, P.C. as submitted.
- F. Proclamation; Motorcycle Safety & Awareness Month: Approval of a proclamation proclaiming the Month of May as "Motorcycle Safety & Awareness Month throughout the City of Lenoir.
- G. Proclamation; International Firefighters' Day, May 4: Approval of a proclamation proclaiming Saturday, May 4, 2024 as International Firefighters' Day throughout the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

- A. Gabe Pipes, Site Director at Fort Defiance, will address City Council regarding new information discovered by Appalachian State University related to the enslaved population that once existed at the house. Also, a VIP Reception will be held on Monday, April 29 at Fort Defiance.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The City of Lenoir Employee Litter Sweep will be held on Thursday, April 18 from 9:00 a.m. – 12:00 p.m.
2. The Bootlegger 100 Bicycle Ride/Event will be held on Saturday, April 20 from 8:00 a.m. – 6:00 p.m. The event begins and ends in downtown Lenoir.
3. The Lenoir Bicycle Festival will be held on Saturday, April 20 in downtown Lenoir from 10:00 a.m. – 4:00 p.m. Additional information is available on the City's website at cityoflenoir.com/events.
4. The Planning Board will meet on Monday, April 22 at 5:30 p.m. in the City/County Chambers.
5. The Committee of the Whole will meet on Tuesday, April 23 at 8:30 a.m. at City Hall, Third Floor Conference Room.
6. The North Carolina League of Municipalities City Vision Conference will be held on Tuesday, April 23 through Thursday, April 25 at the Benton Convention Center in Winston Salem, NC.
7. The NCDOT Spring Litter Sweep event ends on Saturday, April 27. The public is encouraged to participate.
8. The Foothills Regional Airport Authority will meet on Wednesday, May 1 at noon at the Airport facility.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

- A. NCLM Voting Delegate: City Council will recommend that Mayor Joe Gibbons be appointed to serve as the City of Lenoir's voting delegate at the North Carolina League of Municipalities (NCLM) Annual Business Meeting at the 2024 City Vision Conference that to be held at the Benton Convention Center, Winston-Salem.

X. ADJOURNMENT



Chief Brent Phelps
Annual Report
2023



LENOIR POLICE DEPARTMENT ANNUAL REPORT

FROM OUR CHIEF

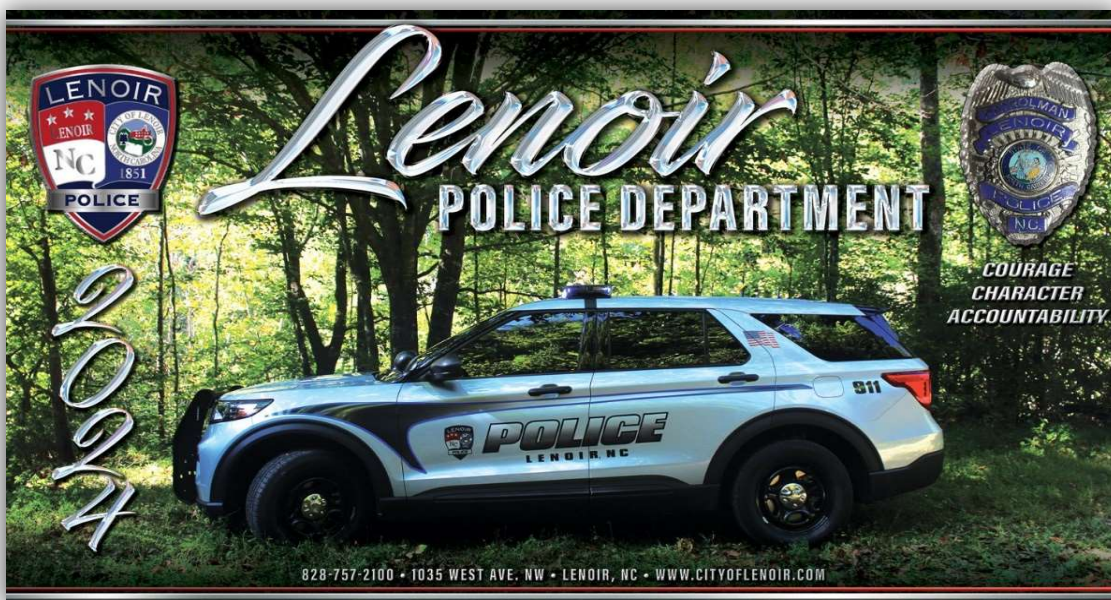
During the year, we worked through a number of community concerns, detailed later in this report. We continued our struggle with obtaining a robust applicant pool for vacancies, yet retaining the talented staff we currently employ.

In early 2023, four seasoned officers retired, opening up advancement opportunities. Eleven employees were promoted in the 1st quarter and two additional promotions occurred in the 3rd quarter. We also obtained four additional positions from the Caldwell County School System to fill the open elementary schools with full-time School Resource Officers (SROs). Due to these changes and to strengthen our command structure, our departmental divisions were restructured and the Major's position was re-instituted.

One ongoing project our department took the lead on was the creation of a Critical Incident Stress Management Team (CISM). This team was implemented in the fall of 2022 and was comprised of officers from Hickory, Longview, Morganton, and the Newton Police Departments. This team was the first law enforcement certified team in the state. During 2023, the team members deployed to various departments to conduct defusing and debriefing meetings for officers involved in critical incidents. Lieutenant C. Bumgarner, who leads the team, was asked to speak at the North Carolina Chiefs of Police regional meeting for Region I & II to discuss the program.

Our agency, as well as others across the nation, continues to experience a rise in overdoses, mental health issues, and community concerns regarding homelessness. We are all working with the Western Piedmont Council of Government (WPCOG) to collect data and engage the homeless population in our jurisdictions. This will likely be an ongoing issue as we continue to identify resources and handle this increasingly complicated state of affairs.

Though we face a number of challenges, I'm proud of the accomplishments of our department. Our officers and employees continue to diligently work to provide the best services possible in serving our city. Thank you for your time in reviewing this report. Feel free to send us any questions, comments or concerns. We appreciate the support.





LENOIR POLICE DEPARTMENT ANNUAL REPORT

MISSION STATEMENT

It is the mission of the Lenoir Police Department to work in partnership with the community to anticipate, define, and meet the needs of our city in the areas of public safety, community well-being, and law enforcement.

VISION STATEMENT

It is the vision of the Lenoir Police Department to continue our pursuit of excellence by providing the highest quality of police services, enhancing public safety, and improving the quality of life for future generations.

CORE VALUES AND PRINCIPLES

*We, as members of the Lenoir Police Department, believe in the **Core Values** of:*

***Mutual Respect** of the unique qualities of each individual who contributes to the overall well-being of our department and the community we serve;*

***Integrity and Ethical Behavior**, serving all people with honesty, compassion, and respect;*

***Open Partnership** between the police and the community;*

***Public Service** to be responsive, courteous, and effective;*

***Professionalism** by staying current with new trends and standards in the field of law enforcement;*

*We, as members of the Lenoir Police Department, exercise the **Core Principles** of:*

***Courage** to do what is morally and legally solid, despite fear of criticism, retribution, or physical injury;*

***Character** to serve first, then lead, in a fair, honest, and ethical manner;*

***Accountability** in holding ourselves and our colleagues to an unimpeachable standard of professional behavior and service.*



MEET OUR COMMAND STAFF



Chief of Police

Brent Phelps

828-757-0471

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Major

Andy Wilson

828-757-2125

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Support Services Division

Captain Couby Stilwell

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stilwell@ci.lenoir.nc.us



Criminal Investigations Division

Captain Mark Barlowe

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Patrol Division

Captain Jody Herman

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LENOIR POLICE DEPARTMENT ANNUAL REPORT

SUPPORT SERVICES DIVISION

Support Services oversees the administrative and response functions for the department, to include training, logistics, communications & E911, property & evidence, records, and admin. In February 2023, this division took responsibility over our Community Resources (C-Platoon), to include three supervisors, seven school resource officers, traffic enforcement, downtown & parking, and reserves. Two Interns were sponsored for the year: P. Dempsey (ASU) and H. Springstead (SCHS).

Telecommunicators (T/Os) were recognized during Nat'l T/O Appreciation Week. They advanced their knowledge through training and certification opportunities. A. Crawley & Z. Walker completed T/O Certification school. A. Crawley received the Sheriff's Standards General T/O Certificate. B. Clark & A. Hollingsworth were appointed as Terminal Agency Coordinators for DCI. B. Clark received two certificates, one on Basic Hostage Negotiations and one on De-Escalation. Director D. Eller was voted 3rd place for Best of Caldwell Dispatcher.

Staffing in our communications center remains a focus so that we may provide effective and efficient services. Our agency entered into an agreement with Caldwell County to merge and create a centralized communications center, a project that will span several years. We feel that in the long term, it is the best option for the citizens of Lenoir and Caldwell County.

Our training section is responsible for all hiring processes, promotional processes, overseeing annual in-service requirements and maintaining records on officer certifications. The following employees received the Advanced Law Enforcement Certificate: CPL M. Foust, CPL S. Woodward and MPO C. Smith, and the Intermediate Law Enforcement Certificate: CPL M. Zambrano, DET M. McBurney, PTL C. Rubio and PTL H. Reid. At year end, 31 officers held either an Advanced (25) or Intermediate (6) Certificate, which is 61% of 51 full-time sworn officers. This percentage earns the City of Lenoir a 7% discount on law enforcement liability insurance.

During the year, we contracted with a mobile incinerator, renovated our training room, acquired new appliances, updated rooms with fresh paint and/or carpet. Outdoor lighting and landscaping was added. We also updated our drone, affording us the opportunity to effectively scan large crowds, check rooftops, look for missing people, and assist in a number of law enforcement duties.

Captain C. Stilwell continued to serve as Support Services Commander. Adding C Platoon and when fully staffed, this division is made up of 33 F/T employees. At year end, there were 9 P/T Officers, 4 P/T Telecommunicators, and 3 Volunteer Chaplains. P/T Officer J. Moore became our 4th Chaplain, and Records Supervisor S. Felts was awarded Civilian Employee of the Year, as nominated by her coworkers.

By re-instituting the Major's position, Captain Andy Wilson was selected to serve as 2nd in Command. In 2023, he assisted city finance and the NC Community College System in implementing an Apprenticeship Program. Major Wilson oversees three Captains and works closely with Chief Brent Phelps. Chief Phelps was elected to serve as NC FBINAA Chapter President for the year 2024. All Command Staff members are very active in the community, serving on a number of boards, committees, and task groups.



Communications Center and newly renovated Training Room



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMINAL INVESTIGATIONS DIVISION

During 2023, the Criminal Investigations Division continued to work diligently with the citizens of Lenoir and within our various communities to investigate criminal acts and deter criminal activities of all types. They investigated an array of cases in 2023, totaling 756. Crimes against persons and property will continue to be a top priority to assure our citizens have a safe place to live, work and play.

Investigators worked closely with Code Enforcement and the city's planning department to address nuisance violations within our neighborhoods. They worked with property owners whenever possible to address various nuisance issues. In 2023, focused efforts resulted in 157 properties being investigated. Of those, 127 were abated either by the property owner or by the City of Lenoir.



Abatement before and after photos of property located off Spainhour Street

The opioid crisis continues to be a concern and a top priority. Detectives investigated a total of 140 overdoses in 2023, with 93 of these directly attributed to opioid use. These overdoses disrupt the lives of families and their loved ones. Our Narcotics Investigators worked with local, state and federal agencies to combat the flow of illegal narcotics coming into the area. In 2023, they seized \$4,041,427 worth of illegal narcotics inside the City of Lenoir and assisted other agencies with a seizure of \$568,651 worth of narcotics in the area.



Sampling of images taken from drug seizures during 2023

We have been fortunate to obtain advanced technological audio/video equipment to efficiently and effectively investigate criminal activity. As technology advances, so do the perpetrators who commit crimes. In order to investigate incidents thoroughly, it is imperative we remain current with equipment needs, offer training opportunities, and network with local, state and federal agencies. Application of these resources will improve success rates for investigators and help provide citizens with the tranquility they deserve.

With Captain Andy Wilson's promotion to Major, Lieutenant Mark Barlowe was selected to serve as the new Criminal Investigations Commander. When fully staffed, this division is made up of eleven sworn Investigators and a civilian Crime Analyst.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

PATROL DIVISION

The Patrol Division is the backbone of the agency. Along with our Communications & E911 Center, this division is staffed 24 hours a day, 365 days a year. During 2023, officers responded to a combined 40,312 self-initiated and response calls for service.

Patrol Officers must be able to respond to any call for service no matter the level of danger or current weather condition. One of the on-going equipment projects completed in 2023 was the procurement of new rain jackets for all sworn personnel and ten new ballistic vests. These items are a necessity for patrol officers in order to conduct normal patrol functions; they must be routinely replaced and/or updated.

Officers were recognized during Nat'l Peace Officers Week, Nat'l School Resource Officer Day, and at bi-annual ceremonies to include the following achievements: Sergeant B. MacLeod (Traffic Crash Reconstructionist Certificate - 400+ hours over a 10-year period); Sergeant S. January (Criminal Investigator Certificate Program); Lieutenant M. Crisp & Lieutenant C. Bumgarner (FBI Carolina Command College); Lieutenant C. Bumgarner (NC ACP Certificate); Lieutenant C. Bumgarner & Corporal C. Lynn (Officer of the Year Award); Senior Detective J. Parker (Post 29 Officer of the Year); Sergeant P. Moser, School Resource Officer C. Smith, Officer A. Smith, and Records Supervisor S. Felts (City of Lenoir Customer Service Golden Tickets, as nominated by city employees).

Throughout the year, officers identified and addressed camp sites and areas of tagging, cleaning up trash and debris at abandoned sites and painting over gang graffiti. Renovating these areas curtails reoccurrences and improves neighborhood aesthetics. They worked with businesses, code enforcement, property owners, and local organizations to identify and address areas of concern, as well as provide opportunities to direct unsheltered people to local resources to address their particular needs and circumstances.

Community involvement included bike events, block parties, blood drives, book bags-4-kids, building tours, child safety events, coffee with a cop, fireworks, food drive, fundraisers, GHSP initiatives, human trafficking awareness, job fairs, greenway patrol, litter sweeps, luminary, medicine drops, neighborhood watches, Project Graduation, safety assessments, self defense classes, Touch-a-Truck, social district patrol, and turkey giveaway. Downtown events included blackberry fest, bootlegger/bike fest, cruise-in, glow run, gravity games, Light Up Lenoir, Madhatter, Music Madness, Nat'l Day of Prayer, NNO, parade, Run-4-Your-Life, sundown 4-mi, tattoo fest, toy giveaway, Walk for Life, and Wood/Fire/Smoke Fest. Local board/committee/task group involvement included: Adolescent Health, ABC Board, Anti-Counterfeiting Task Force, Child Fatality & Abuse Prevention Team, City Customer Service, Crime Stoppers, Crisis Management Team, D.A.R.E., Domestic Preparedness, FBI-NAA, Fraternal Order of Police, Honor Guard, Incident Management Response, Local Emergency Planning, Mental Health Work Group, National Guard, PELTA, PSA video, Robin's Nest, SCAT, and Shelter Home.

With Captain B. Smith's retirement, Lieutenant J. Herman was selected to serve as the new Patrol Commander. He is a graduate of the 287th FBI National Academy Class. Due to the reorganization of the department; when fully staffed, the Patrol Division is made up of 29 full-time sworn officers. The total number of hours officers worked in an "off-duty" capacity for the year was reported to be 3,042.



Officers assisting with clean up work and selecting future Chiefs at a Downtown event



LENOIR POLICE DEPARTMENT ANNUAL REPORT

The following is a list of In-Service educational activity and training conducted throughout the year:

Investigative Training Hours		224
Anti-Counterfeiting Task Force Training		16
Advanced Child Death Investigation		8
Crime Scene Investigation		80
Gangs Across the Carolinas Conference		48
NC Narcotics Association Conference		56
Suicide Investigation		16
School Resource Training Hours		444
Active Shooter Training		32
Advanced SRO Survival		24
Child Trafficking: Prevention & Prosecution		56
Critical Incident Trauma for SROs		160
SRO Certification Training		160
SRO Update (2023)		12
Special Response Team Training Hours		694
Basic SWAT		90
SRT Non-Specified		540
Sig Sauer P320 & P365 Armorer Certification		64
State Mandated Training Hours		2826
Accountability & Use of Force Report Writing (2023)		64
Bloodborne Pathogens & Hazmat (2023)		330
Compliance & Subject Control (2023)		128
Critical Stress on the Job (2023)		130
Defensive Driving (In-Svc - Supplemental)		1
DCI Criminal Record Inquiries, File Transactions & General Inquiries		47
Enhancing Community Policing (2023)		118
Ethics & Duty to Intervene (2023)		124
Firearms Classroom, Combat & Qualification (2023)		681
General Instructor Update (2023)		17
Juvenile Justice Issues & Challenges (2023)		248
Legal Update (2023)		240
Liability of Patrol Vehicle Operation (2023)		62
Mental Health Responses (2023)		126
Recognizing Assaultive Behaviors (2023)		122
Recognizing Fake ID's (2023)		65
SCAT Training (In-Svc)		4
Security Awareness Training		67
T/O (2023): Alert Protocols, Conflict Mgmt, Critical Incidents, Ethics, Liability Issues, Mental Health, Tactical Situations		252



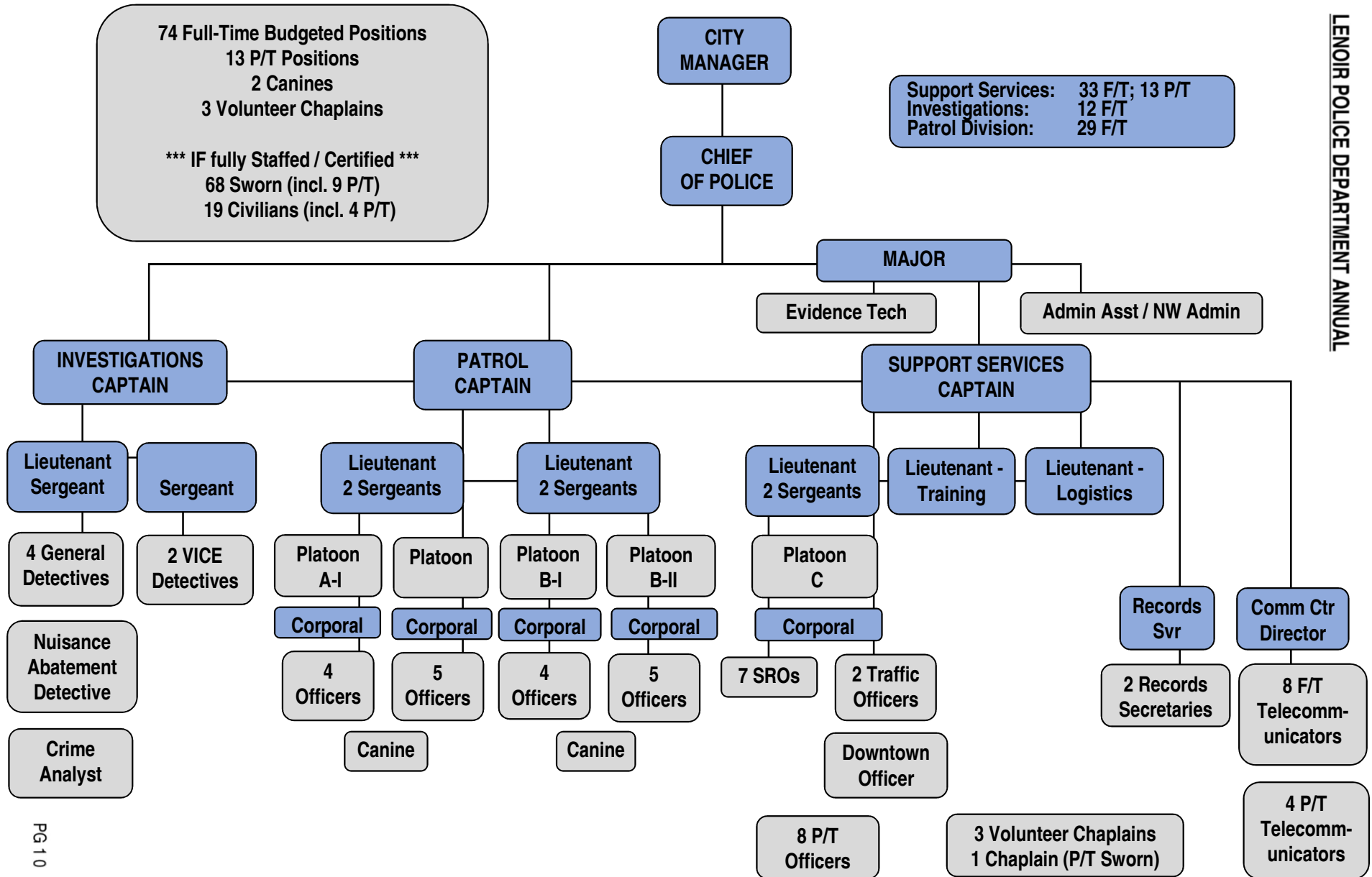
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Supplemental Training Hours		4451
Advanced Traffic Crash Investigation: MacLeod		80
Ballistic Shield Training		131
CJ Leads Training		1
CPR Recertification		56
De-Escalation Principals & Practice		32
DMV-349 Overview		108
Driver Training		288
Drone Mapping & Traffic Reconstruction		8
FEMA Incident Command System 0100, 0200, 0300, 0700, 0800		106
Field Training Officer Training		160
Field Training Evaluation Program		2144
Fire Extinguisher Training (2023)		110
Firearms Accuracy Drills		172
Intoxilyzer Recertification		8
Intoximeter Recertification		16
Harassment Prevention for Employees		5
KnowBe4 Internet Security & You (2023)		2
LE Interaction with Combat Veterans In Crisis		31
Lethal Weapon Training		28
NCLM Driver Training: Blache		16
New Hire: DSS, Garrity, Naloxone, Policy/Procedure, OC, Taser Certification, Use of Force, Weapons Cleaning		106
Polaris Ranger XP 1000 Familiarization		6
Pursuit Policy Review		1
Sandy Hook - Lessons Learned		12
SCAT Training Refresher		10
Shift Training		8
Shoot / Don't Shoot Scenario Drills		282
Speed Measuring Instrument Operator		80
Surviving Verbal Conflict		44
Taser CEW Certification		52
Telecommunicator Certification: Crawley & Walker		96
T/O: Hostage & Crisis Negotiations, Civil Liabilities, Fire/EMS Responsibilities, Irate Callers, Surviving Technical Failures		130
T/O: Active Shooter: What Can You Do & Basic Workplace Security		2
Traffic Crash Reconstruction: MacLeod		80
UAS Pilot Prep Course for Public Safety & Remote Pilot License Recertification		40
Supervisory Training Hours		248
Criminal Justice Standards Workshop: Robinson & Stilwell		22
FBI Command College: Bumgarner & Crisp		48
Officer Involved Shootings		16
Police Law Institute: Reid & Zambrano		152
Verbal De-Escalation Train-the-Trainer: Bumgarner		10
TOTAL TRAINING HOURS		8887

Lenoir Police Department Organizational Structure



LENOIR POLICE DEPARTMENT ANNUAL





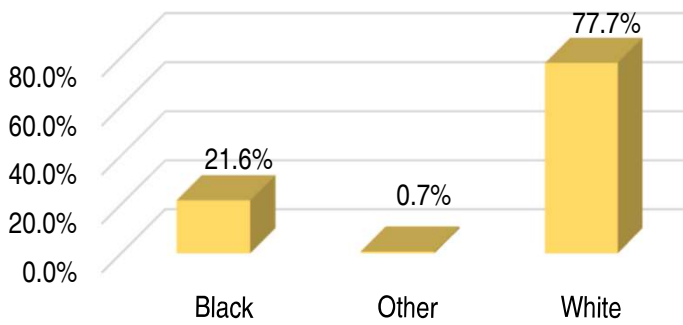
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ENFORCEMENT ACTIVITY BY RACE

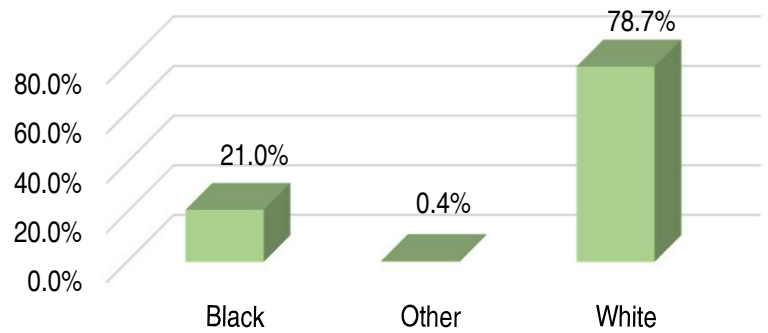
2023

	Arrests				Traffic Stops		Use of Force	
	Felony		Misdemeanor					
Black	88	21.6%	399	21.0%	565	15.8%	15	29.4%
Other	3	0.7%	7	0.4%	78	2.2%	2	3.9%
White	317	77.7%	1496	78.7%	2925	82.0%	34	66.7%
TOTALS	408	100.0%	1902	100.1%	3568	100.0%	51	100.0%

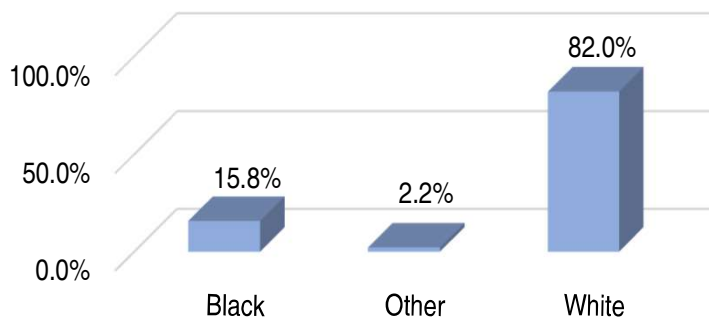
Felony Arrests



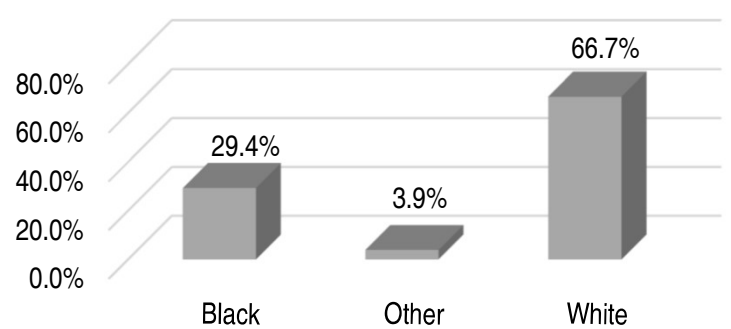
Misdemeanor Arrests



Traffic Stops



Use of Force





LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMES AGAINST PERSONS

Code	Charge Description	2020	2021	2022	2023
13A	Aggravated Assault	29	33	19	27
11D	Forcible Fondling	11	13	13	18
11A	Forcible Rape	17	9	20	7
11B	Forcible Sodomy	0	1	3	2
64A	Human Trafficking (Commercial Sex Acts)	1	0	0	0
64B	Human Trafficking (Involuntary Servitude)	2	0	0	0
36A	Incest	0	0	0	1
13C	Intimidation	10	14	11	12
09C	Justifiable Homicide	0	0	0	1
100	Kidnapping / Abduction	4	2	3	2
09A	Murder / Non-Negligent Manslaughter	0	2	0	0
09B	Negligent Manslaughter	0	0	0	0
11C	Sexual Assault with Object	1	1	2	4
13B	Simple Assault	173	210	324	298
36B	Statutory Rape	1	2	0	1
TOTALS		249	287	395	373

CRIMES AGAINST SOCIETY

Code	Charge Description	2020	2021	2022	2023
720	Animal Cruelty	2	5	4	5
40B	Assisting / Promoting Prostitution	0	0	0	0
35A	Drug / Narcotic Violations	276	288	290	263
35B	Drug Equipment Violations	121	112	102	103
39A	Gambling (Betting / Wagering)	0	0	0	0
39C	Gambling (Equipment Violations)	0	0	0	0
39B	Gambling (Operating / Promotion)	0	0	0	0
39D	Gambling (Sports Tampering)	0	0	0	0
370	Pornography / Obscene Materials	8	2	4	6
40A	Prostitution	3	0	0	0
40C	Purchasing Prostitution	0	0	0	0
520	Weapons Law Violations	29	45	38	34
TOTALS		439	452	438	411



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CRIMES AGAINST PROPERTY

Code	Charge Description	2020	2021	2022	2023
200	Arson	1	5	1	3
510	Bribery	0	0	0	0
220	Burglary / Breaking & Entering	158	160	174	112
250	Counterfeiting / Forgery	15	13	10	6
290	Destruction/ Damage/ Vandalism of	163	182	198	135
270	Embezzlement	2	2	1	1
210	Extortion / Blackmail	1	0	1	0
26G	Hacking / Computer Invasion	1	1	0	1
26F	Identity Theft	4	5	5	2
23H	Larceny (All Other)	171	250	204	203
23D	Larceny (From Building)	40	36	37	35
23E	Larceny (From Coin-Operated Machines / Devices)	1	5	2	1
23F	Larceny (From Motor Vehicles)	51	94	83	69
23G	Larceny (Motor Vehicle Parts and Accessories)	22	30	18	9
23A	Larceny (Pick-Pocket)	1	0	0	0
23B	Larceny (Purse Snatching)	2	2	1	0
23C	Larceny (Shoplifting)	98	69	116	92
240	Motor Vehicle Theft	89	84	79	60
26B	Fraud (Credit / Debit Card / ATM)	37	36	48	42
26A	Fraud (False Pretense / Swindle / Confidence Game)	59	51	62	35
26C	Fraud (Impersonation)	6	1	9	8
26D	Fraud (Welfare)	0	1	0	0
120	Robbery	7	12	6	1
280	Stolen Property	6	2	4	17
26E	Wire Fraud	1	0	0	2

TOTALS	936	1041	1059	834
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CRIME STOPPERS

Description	2020	2021	2022	2023
Calls Received	238	247	231	125
Illegal Narcotics Recovered	\$34,000	\$0	\$0	\$0
Rewards Paid	\$2,350	\$400	\$2,550	\$0
Stolen Property Recovered	\$15,315	\$0	\$3,000	\$90
Total Arrests / Charges	22 / 64	5 / 15	3 / 3	2 / 3



LENOIR POLICE DEPARTMENT ANNUAL REPORT

GROUP B OFFENSES

Code	Charge Description	2020	2021	2022	2023
90A	Bad Checks	1	0	0	2
90B	Curfew / Loitering / Vagrancy	0	0	0	0
90C	Disorderly Conduct	11	11	20	15
90D	Driving under Influence	41	27	32	27
90E	Drunkenness	1	2	1	1
90F	Family Non Violent Offenses	265	252	216	117
90G	Liquor Law Violations	6	3	3	2
90H	Peeping Tom	0	0	1	0
90I	Runaways	10	8	13	31
90J	Trespass of Real Property	2	0	1	1
90Z	All Other Offenses (Person / Property / Society)	16	15	4	10
TOTALS		353	318	291	206

CALLS FOR SERVICE

Description	2020	2021	2022	2023
Alarms	1498	1475	1500	1446
Animal Complaints	269	349	311	293
Civil Disturbances	906	929	940	893
Domestic Disturbances	1122	1101	1071	847
Field Contacts	88	270	303	251
Follow-Ups	691	759	1113	960
Foot Patrols	142	137	200	175
Incomplete 911s	2115	2638	2265	2958
Loud Noise Complaints	255	253	208	230
Special/House Checks	10527	9842	9914	11307
Stranded Motorists	648	590	575	511
Suspicious Persons	1745	1993	2275	2308
Suspicious Vehicles	1655	1320	1396	1086
Warrant Service	1271	1138	1034	911
TOTALS	22932	22794	23105	24176

Group B offenses are non-reportable and consist of Crimes Against Society, except bad checks, runaway juvenile, and all other offenses.
Runaway juvenile is not classified as a crime by the FBI, but we feel documentation is warranted.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

CANINE ACTIVITIES

Description	2020	2021	2022	2023
Building Searches	30	33	26	5
Building Search Apprehensions	3	4	6	1
Call Outs	0	0	0	0
Demonstrations	3	3	0	2
Currency Seized	\$240	\$0	\$518	\$0
Assist Narcotics Searches	17	32	16	12
Assist Narcotics Seizures	10	12	2	4
Narcotic Utilizations	309	279	151	140
Street Value of Seized Narcotics	\$52,246	\$224,682	\$21,649	\$27,592
Tracks	23	39	23	4
Tracks Apprehensions	5	5	3	1
Training Hours	238	504	158	248
Utilizations	427	373	186	77

CHARGES / ARRESTS

Description

Felony Charges	2020	2021	2022	2023
Adult	601	589	616	605
Juvenile	4	2	1	6

Misdemeanor Charges

Adult	2304	2246	2276	2271
Juvenile	28	34	29	32

TOTALS	2937	2871	2922	2914
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Figures to the right are arrests stemming from charges above. Involuntary Commitments are included in misdemeanor arrest totals.

Felony Arrests	362	422	409	412
Misdemeanor Arrests	1836	1788	1859	1864
Involuntary Commitments	95	184	210	222



LENOIR POLICE DEPARTMENT ANNUAL REPORT

TRAFFIC

Description	2020	2021	2022	2023
Crashes				
Crashes with Injuries	159	185	167	210
Crashes with Property Dmg	854	893	885	1031

TOTALS	1013	1078	1052	1241
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Figures to the right are included in the totals above.	Fatalities	0	0	5	3
	Hit & Runs	223	226	205	226
	Parking Lots	274	287	265	325

For the year 2023, we had 12 pedestrians injured in traffic crashes.

Tickets	2020	2021	2022	2023
Handicap Tickets Issued	0	3	3	3
Parking Tickets Issued	260	146	157	240
Parking Tickets Paid	193	127	157	184
Traffic Citations Issued	3129	2450	2460	2102
Warning Tickets Issued	1370	1203	1186	1194

Top Five Contributing Circumstances	2023
Failure to Reduce Speed	209
Failure to Yield Right of Way	188
Improper Backing	168
Inattention	162
Improper Lane Change / Improper Turn	69

Top Five Crash Locations	2023
Blowing Rock Blvd / Hospital Ave	15
Harper Ave / Morganton Blvd	15
Blowing Rock Blvd / ABC Ct	13
Blowing Rock Blvd / Seehorn St	12
Blowing Rock Blvd / Greenhaven / Nuway	11



LENOIR POLICE DEPARTMENT ANNUAL REPORT

ADMINISTRATIVE

Description	2020	2021	2022	2023
ABC Permits	9	12	11	12
Backgrounds	22	10	24	30

During the year, there was one inquiry regarding the city's requirements of providing a Taxi service.

COMMUNICATIONS

Description	2020	2021	2022	2023
CAD Requests DSS	226	244	269	199
Criminal History Requests	171	214	275	279
Entered CAD Calls	39047	38129	38592	40329
Interpreter Requests (all Spanish - from Apr to Dec)			21	15
Number of Monthly Validations	791	790	817	814
Utility Calls	313	442	458	333

RECORDS

Description	2020	2021	2022	2023
CAD Reports	\$65	\$180	\$160	\$315
Fingerprints	\$20	\$65	\$70	\$120
Parking Ticket Payments	\$1,165	\$965	\$625	\$1,245
Reports	\$150	\$220	\$205	\$125

TOTALS	\$1,400	\$1,430	\$1,060	\$1,805
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PROPERTY & EVIDENCE

Description	2020	2021	2022	2023
Evidence Destroyed	912	2804	4324	1399
Evidence Received	2287	2564	2323	2349
Evidence Items to Date	44917	47079	49408	51542

For the year 2023, 246 lbs. of unused/unwanted medication was collected from community events and lobby drop box.



LENOIR POLICE DEPARTMENT ANNUAL REPORT

GENERAL INVESTIGATIONS

Description	2020	2021	2022	2023
Interviews / Forensic Interviews			494 / 35	377 / 13
Recovered Stolen Property	\$134,692	\$83,752	\$718,596	\$327,452
Recovered Stolen Vehicles (number of)	69	72	67	58
Recovered Stolen Vehicles (value of)	\$391,944	\$763,344	\$481,000	\$466,754
Narcan Use	22	55	73	69
Overdoses	50	88	161	140
<i>Opioid Induced Overdoses</i>	22	54	99	93
Suicides	9	5	10	9
Unattended Deaths	46	41	58	43

Narcan is used to reverse fatal drug overdoses. In 2023, we were able to save 62 lives.

CASE STATUSES

Description	2020	2021	2022	2023
Open	552	524	469	349
Inactive	919	928	1163	1061
CBA (Cleared by Arrest)	306	309	400	335
Exceptionally Cleared	42	54	34	33
Unfounded	114	100	119	117

NUISANCE

Description	2020	2021	2022	2023
Offenses				
Abandoned / Junk Vehicle	45	10	15	10
Graffiti	0	0	0	45
Health and Safety	20	15	13	19
Junk and Debris	72	49	74	68
Miscellaneous	41	14	4	4
Tall Grass or Vegetation	56	48	72	61

TOTALS	234	136	178	207
Case Statuses				
City Abated	12	12	27	30
Owner Abated	116	65	103	97



LENOIR POLICE DEPARTMENT ANNUAL REPORT

NARCOTICS ACTIVITIES

Description	2020	2021	2022	2023
Arrests / Charges	65 / 122	68 / 135	54 / 124	20 / 38
Arrests While Assisting Other Agencies	0	0	0	0
Charges While Assisting Other Agencies	0	0	0	0
Cases Opened or Initiated Within City Limits	191	178	189	104
Cases Opened or Initiated While Assisting Other Agencies	27	50	33	43
Cash and Property Seized	\$25,096	\$62,517	\$859,674	\$786,555
Cash and Property Seized While Assisting Other Agencies	\$0	\$49,537	\$205,506	\$4,201
Illegal Narcotics Seized	\$91,079	\$483,250	\$1,314,701	\$4,041,427
Illegal Narcotics Seized While Assisting Other Agencies	\$263,752	\$1,857,218	\$2,524,317	\$568,651
Knock and Talks	8	15	15	10
Search Warrants	92	55	94	72
Total Assists and Joint Investigations	27	50	33	43
Vehicle Seizures	0	0	2	0

NARCOTICS CONFISCATED

Description	2023	
Drug Name	Quantity	Value
Alprazolam	136.5 du	\$1,491
Buprenorphine	11 du / 1.7 gm	\$515
Clonazepam	41 du	\$410
Cocaine	96.9 gm	\$9,690
Crack Cocaine	131.67 gm	\$26,319
Fentanyl	761.6 gm	\$456,960
Fentanyl (Pain Patch)	90 du	\$1,800
Fentanyl (Pills)	24.6 gm	\$14,760
Heroin	6.1 gm	\$3,660
Hydrocodone	30.5 du	\$220
Marijuana	407704.2 gm / 1780	\$3,275,877
Marijuana Plants	7	\$17,500
Marijuana Seeds	11 du	\$1
MDMA	123.4 gm	\$18,510
Methamphetamine	1453 gm	\$217,950
Mushrooms	32 gm	\$481
Oxycodone	46 du / 11.4 gm	\$875
Pills	95.8 du	\$1,213
Steroids	75 du	\$79
THC Gummies	2 du	\$16
TOTAL		\$4,048,327



LENOIR POLICE DEPARTMENT ANNUAL REPORT

Listed below are the alcoholic violations and drug charges from inside the city limits of Lenoir for the last 4 years:

ALCOHOLIC VIOLATIONS

Description	2020	2021	2022	2023
Consuming at an Off-Premise Establishment	0	0	1	0
Contributing to the Delinquency of a Minor	0	5	0	7
Driving Under the Influence	19	8	0	0
Driving While Subject to Impairing Substance	16	11	25	26
Disorderly Conduct	0	1	0	0
Driving While Impaired	13	14	2	4
Driving While License Revoked Impaired Revocation	2	0	0	0
Drunkenness	1	5	0	0
Hold Until Sober	15	7	7	19
Impaired Driving Revocation	3	5	4	0
Intoxicated and Disruptive	13	4	3	13
Open Container in a Vehicle	0	0	3	0
Public Consumption	0	0	1	0
Sell/Give Malt Beverage and/or Unfortified Wine to < 21	0	0	0	1
TOTALS	82	60	46	70

DRUG CHARGES

Description	2020	2021	2022	2023
Felony Drug Charges	164	235	115	150
Misdemeanor Drug Charges	86	244	157	145
TOTALS	250	479	272	295



Employees attend various board, committee, and task force meetings throughout the year



SCHOOL AND COMMUNITY RESOURCE

The School Resource Officer (SRO) plays a vital role in the school system and in the lives of children. They establish order on campus; for without it, learning cannot take place. They provide legal authority and can immediately intervene when there is need. SROs are a resource for teachers and can instruct on law enforcement and safety topics. They act as mentors and counselors, having a network of contacts and community resources to assist in handling personal, scholastic, family or law related issues. SRO responsibilities include investigating criminal activities/incidents, enforcing laws, controlling traffic patterns, overseeing parking concerns, coordinating security for school events, as well as interacting with faculty, parents, and students to promote mutual respect between all parties involved.

The department's SRO Program began in the fall of 1994, when a community partnership was formed with Hibriten High School. District officers patrolled the campus on foot during peak activity times, as calls for service permitted. Over the years, the program grew to include Drug Abuse Resistance Education (D.A.R.E.) classes for all elementary and middle school students, Crime Stoppers program for high school, and a Community Resource Officer position. The Caldwell County Board of Education has been very supportive and has partnered with us to expand on this program and cover the financing of additional SROs.

In 2023, the Caldwell County School System approved additional funding for four new SROs to cover Lower Creek, Whitnel, Davenport A+, and Valmead Elementary Schools. This will allow all 7 schools in the City of Lenoir to have an assigned SRO. Our department was able to hire 4 additional officers. Two began their SRO duties in August 2023; the other two were able to start in January 2024. Community Resource Officer C. Lynn (funded by our department) was promoted to Corporal (CPL) to help oversee and supervise the 7-member SRO team. He was tasked with developing and designing a Field Training Program for the new SROs. CPL Lynn received his certification as D.A.R.E. instructor by the State of North Carolina and will be the primary D.A.R.E. Instructor for the department.

In addition to community involvement, CPL Lynn was active in the school system. He taught several classes and instructed constitutional law, business law and roles of a Police Officer (i.e. interacting with law enforcement, traffic stops, voluntary interactions, arrest). CPL Lynn assisted the school administration with emergency evacuation plans. As the CRO, he assisted businesses in the city with threat assessments and helped business leaders and churches resolve their safety concerns. CPL Lynn and Lieutenant Crisp also participated in National Night Out events sponsored by Long View and Marion Police Departments and a Child Health & Safety event at the Caldwell County Health Department.

The SRO for Hibriten High School (HHS) in 2023 was Master Patrol Officer (MPO) C. Rubio. MPO Rubio created and managed Incident Action Plans for all home sporting/special events held at HHS. SRO Rubio assisted in numerous conferences with parents, staff, and students. He conducted 5 lockdown drills and assisted Administration with Fire Drills and Safety Assessments. SRO Rubio investigated a total of 40 Juvenile Complaints and 9 fire drills. He spoke with several classes on the topic of Law Enforcement and school safety.

The SRO for William Lenoir Middle School (WLMS) in 2023 was MPO C. Smith. SRO Smith answered 65 calls for service at the school. Five lock-downs and 5 fire drills were conducted. SRO Smith worked 12 specialty events for the school and mentored several kids during the school year. He held counseling sessions and assisted in parent teacher conferences. He assisted Community in Schools with providing bags for the hungry and less fortunate. SRO Smith also assisted the technology class at WLMS on 3 classroom projects.



SCHOOL AND COMMUNITY RESOURCE (CONT.)

The SRO for Horizons Elementary School (HES) in 2023 was MPO J. Ramsey. He also covered Valmead Elementary School VES as a part time SRO. At HES, he responded to 225 calls for service, filed 10 incident reports and 7 juvenile petitions, held 5 lock-down drills, and assisted in fire drills. At VES, SRO Ramsey responded to 127 calls for service, filed 18 incident reports and 1 juvenile petition, and held 5 lock-down drills. He also counseled multiple students on decisions making, based on their behavior and consequences of their bad decisions.

The new SRO for Whitnel Elementary School was Patrolman (PTL) H. Reid. He began his new assignment in August of 2023 and conducted 2 lock down drills, 5 fire drills, and investigated 2 juvenile complaints. SRO Reid also started a mentorship program for troubled students and a reading program for all students.

The new SRO for Lower Creek Elementary School was PTL J. Pennell. He began his new assignment in August of 2023 and investigated 6 juvenile complaints, conducted 2 lock down drills, and held 2 fire drills. SRO Pennell also started a mentorship program for troubled students and a reading program for all students.



SRO Reid hangs out with students in class



SRO Ramsey bonding with the children



SRO's Smith, Ramsey & Rubio at Special Olympics Event

2023

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SRO's Rubio & Pennell at a Downtown Festival

Collection of photos from the Year - Lenoir Police Department Annual Report 2023



LT Bumgarner & PTL Miller at Blood Drive Event



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MPO Ruppard at a Safe Kids Car Seat Check Event



CPL Lynn with excited children during LPD Tour



Officers Coffey, Bates & Clark assist with a rescue



LT Crisp handles traffic control for Neon Lights Night



SGT Spears captures the attention of the students in class



PROCLAMATION

Motorcycle Safety & Awareness Month

May 2024



WHEREAS, the growth in popularity of motorcycle riding and touring, combined with the many scenic destinations in our state and the year-long riding season, have led to North Carolina having one of the largest populations of motorcycle enthusiasts in the nation; and

WHEREAS, more and more residents of the City of Lenoir are taking up this mode of transportation to commute to and from their places of employment; and

WHEREAS, many motorcyclists undergo specialized training by attending professionally taught motorcycle operator training courses with emphasis on skills, traffic laws, and proper safety equipment; and

WHEREAS, it is the responsibility of all motorists to be aware of motorcyclists and extend to them the same courtesy as any other vehicles on our roadways.

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 the month of May as "Motorcycle Safety and Awareness Month" throughout the City of Lenoir.

WITNESS, my hand and seal this the ____ day of _____, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

PROCLAMATION

IN HONOR OF

INTERNATIONAL FIREFIGHTERS' DAY

WHEREAS, International Firefighters' Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work and to show support and appreciation for those who presently serve; and

WHEREAS, regardless of the language a firefighter speaks, or the country in which he or she works and resides, all firefighters fight against the same enemy - fire; and

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

WHEREAS, the demands of firefighting are accompanied by both personal and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, THEREFORE, be it resolved that by the virtue of the authority vested in me as Mayor of City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, I do hereby proclaim Saturday, May 4th, 2024, as "*International Firefighters' Day*" throughout the City of Lenoir and encourage all citizens to show support and appreciation to our City, County, and State firefighters who protect our lives and property so diligently throughout the year and by remembering past firefighters who dedicated their lives to preserve our safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this the 16th day of April, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



MINUTES

CITY COUNCIL BUDGET RETREAT TUESDAY, MARCH 26, 2024 CITY HALL, THIRD FLOOR 8:30 A.M.

Participants: Mayor Pro-Tem David Stevens, Jonathan Beal, Ike Perkins, Todd Perdue, Ralph Prestwood, Kimmie Rogers and Crissy Thomas.

City Staff: City Manager, Scott Hildebran, City Clerk, Shirley Cannon, Finance Director, Donna Bean, Public Services Public Utilities Director, Jeff Church, Economic Development & Main Street Director, Brenda Floyd, Public Information Officer, Joshua Harris, Parks & Recreation Director, Phil Harper, Public Services Public Works Director Jon Hogan, Chief of Police, Brent Phelps, Fire Chief Norman Staines, and Planning Director Hannah Williams.

Also in attendance was Joel Whitford and Dale Schepers, McGill Associates, Danny Wilson and Charles Archer, Freese & Nichols along with Intern Kate Starr.

Absent: Mayor Joe Gibbons.

Call to Order

I. Mayor Pro-Tem David Stevens welcomed everyone and called the meeting to order.

II. Proposed FY2024-25 Budget Calendar

City Manager Scott Hildebran reviewed the proposed FY2024-25 Budget Calendar and meeting dates with City Council.

A copy of the FY2024-25 Budget Calendar is attached to these minutes as reference.

Motion

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the FY2024-25 Budget Calendar as presented by City Manager Hildebran.

III. FY2024-25 Council Goals Review

City Manager Hildebran reviewed City Council's 5 goals as decided and voted on by Council at the February meeting as follows:

2024 City Council Priorities

1. Continue efforts to offer competitive compensation and benefits for employees to improve recruitment and retention.
2. Develop options to increase code enforcement and improve beautification in these three primary areas:
 - * Abandoned/neglected housing
 - * Dilapidated commercial properties

- * Appearance of downtown buildings
- 3. Continue to develop strategies to support affordable, workforce, and market-rate housing.
- 4. Continue to fund and support the Water/Sewer Capital Improvements Plan.
- 5. Continue to evaluate organizational staffing needs, and encourage succession planning and professional development.

Councilmember Prestwood pointed out that priorities number 1 and 5 go together.

IV. Utility Fund CIP, Debt, Financial Model & Rates

- A. Joel Whitford, McGill Associates, stated the City of Lenoir is doing a great job, has paid off debt, and in a good financial position. Mr. Whitford stated he appreciates the partnership between McGill Associates and the City and stated having a financial plan is important for long term goals.

Mr. Whitford reviewed the 10-year Water and Sewer Fund Capital Improvements Plan (CIP) for 2024. (A copy of the CIP plan is attached to these minutes as information.)

Mr. Whitford discussed the City's debt service for the Water and Sewer Fund. McGill's projections include payment for all current debt as well as anticipated future debt. Should the City receive grant funding, debt service will be adjusted.

B. FY2024-25 Draft W&S Capital Improvements Plan -Table 1

	<u>10-year</u>	<u>Budget 2025</u>
Vehicles & Equipment	\$3,214,150	\$822,150
Wastewater CIP Improvements	\$38,540,000	\$550,000
Water CIP Improvements	\$64,854,000	\$6,850,000

Water & Wastewater CIP

10-year CIP	\$106,608,150	\$8,222,150
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C. Water and Sewer Fund – Debt Service Summary – Table 2

Mr. Whitford stated the Water & Sewer Fund Balance is above average and commended the City for keeping its expenses low and having affordable rates while paying down debt. He emphasized the City's biggest responsibility is maintaining infrastructure.

In addition, Mr. Whitford explained the CIP is regulatory driven and reiterated the City is doing a great job. Also, he advised Council when the City is compiling its ten-year CIP list, items to consider are increasing project costs, labor cost, plus the cost of equipment.

Mr. Whitford reviewed the spreadsheets for the City of Lenoir Projects with Council (A copy of the spreadsheets is attached to these minutes as reference.) He stated the City has \$6.3 million in state allocated funding for the Finley Avenue Water project which began in

2024, but additional funding is needed. Also, the Interconnect Project with the Town of Valdese is in the planning stages.

Mr. Whitford referred to the Hwy 321 sewer relocation project with Mr. Hildebran reviewing the City's cost should there be any issues.

Next, Mr. Whitford referred to the Capital Improvements Project (CIP) and stated items that are priority may move up on the list. He said projects 8 & 9 in the blue color are going out for State Revolving Funds (SRFs). Additionally, projects 19 & 27 have moved up on the list as the water & sewer projects have been grouped together.

Mr. Whitford reported the East Harper Avenue Sewer Project is in year 1 and has moved up on the CIP list along with the Boxwood Street Project. The City is further seeking SRFs for these projects. He noted the City has cash available for project #20 Equalizer Basin for the Lower Creek Water Treatment Plant and pointed out the project is shovel ready. Mr. Whitford suggested the City should create a Capital Resources Fund to take care of any needs that may occur.

Mr. Whitford stated the City should measure projects and make any necessary adjustments. The process should include Staff determining revenue requirements and sustainability

D. Financial Analysis Summary – Cash Flow Summary – Table 3

Dale Schepers reviewed the Financial Analysis Summary for 2024. The budgeted amount for the water annual operating revenue is \$7,172,907 and the sewer annual operating revenue is \$3,494,073. The projected revenue increase from a proposed rate increase will be \$60,000 for a total revenue amount of \$10,726,980.

E. FY2024-25 Proposed Water/Sewer Rates - Table 4

Dale Schepers reviewed projected water and sewer rates for the next 5 years. (A copy of Table 4 is attached to these minutes as information.)

Mr. Hildebran stated the Consumer Price Index (CPI) was 3.7% in February. He recommended a 3.2% rate increase for FY2024-25 which would increase a customer's bill by \$1.75 per month. He stated the last column on the comparison sheet is the medium value of 5,000 gallons of water and sewer which is the average across the state.

The projected rates were based on the costs of purchasing Water Inside and Outside the City limits, Resale Water, Sewer Inside, Sewer Outside and Resale Sewer. Mr. Hildebran stated the City's FY2024 rate is \$26.58 for water and \$27.73 for sewer for a total monthly rate of \$54.31 per month.

Motion

Following a brief discussion and upon a motion by Councilmember Beal, City Council voted 7 to 0 to increase both the City's water rate and sewer rate by 3.2% effective July 1, 2024. Mr. Hildebran stated he would send out rate increase notification letters today to Caldwell County and the other surrounding municipalities that purchase water from the City.

F. Water Rates Comparison Chart

City Manager Hildebran reviewed a Water Rate Comparison Chart as of February 1, 2024 available at <https://dashboards.efc.sog.unc.edu/nc>. He compared the City of Lenoir rates to Alexander County, Baton Water Corporation, Burke County, Cahah's Mountain, Caldwell County, Catawba County, Gamewell, and Sawmills. (Refer to the City's rates as listed above.)

V. General Fund Update & CIP 2024-25 – Historical Budget Information

A. City Manager Hildebran presented an update of the current FY2023-24 budget. He reviewed a list of direct and overlapping property tax rates for the last 25 years. The City's current rate is \$0.57 per \$100 and has not increased in the past 3 years. The Downtown District's tax rate is 20-cent per \$100 of assessed district property value and Rescue readiness is \$0.0085. He stated Caldwell County plans to conduct a reval next year.

Next, Mr. Hildebran reported the City's current monthly Solid Waste Fee is \$12.00 with the cost of the 2024-25 rate to be determined. He shared the cost of sanitation has increased and discussed a \$1.00 increase for a total monthly fee of \$13.00. The City's health insurance rates are increasing 9% for 2024-25. The City's current medical insurance is with the North Carolina League of Municipalities (NCLM) through Medcost.

Outstanding Items/Current Commitments/Future

Mr. Hildebran presented information regarding the City's FY2024-2025 Outstanding Items and Current & Future Commitments.

(A copy of the items are attached to these minutes as information.)

Outstanding Items

Workers Comp

General Health Liability 17.0% +/-

Health 9.0%

Retirement System 0.75% for General and Fund Enterprise Fund & 1% for LEO

Mr. Hildebran reviewed the list of Current & Future Funding Commitments and their associated costs. (Refer to attached handout for the full list & associated costs)

Mr. Hildebran reviewed the 10-Year CPI/COLA/Water/Sewer and reported the City is in good financial shape.

The Local Government Commission (LGC) provides information for local governments to compare their fund balance available to similar municipalities. For Lenoir, the current benchmark is 56.84% and is what will be reviewed by the auditor and the LGC to evaluate the City's financial health.

Mr. Hildebran reiterated the City has traditionally used the annual Consumer Price Index (CPI) – South Region for All Urban Consumers as a gauge and guide when considering increases in Water and Sewer Rates. The CPI was 3.7% in February 2024.

Mr. Hildebran asked City Council to let him know if there is any other item they would like placed on the list or if they have any questions.

Finance Director Donna Bean stated there was a 7% budgeted increase in revenue and mentioned this was \$7,000 less than our last year's audit. She said that sales tax revenue is flat and the franchise revenue is the same in the proposed budget.

VI. Financial Summary

- A. Donna Bean, Finance Director, presented the Financial Summary as of February 29, 2024. Director Bean reported the over/under balance in the General Fund is \$3,423,489.96, Downtown District (\$142,290.62), and Water & Sewer Fund \$1,424,308.26. Director Bean reported the City has collected 79% of its budgeted revenue for the General Fund and is on track to meet or exceed its projections. The City has expended 64% of its General Fund budget.

The Water & Sewer Fund is also on target with its budget with revenues being at 71% of the budgeted amount and expenditures at 57%. The City should reach its budgeted projections for the current year.

(A copy of the financial summary is attached to these minutes as information.)

VII. CIP & Project List Spreadsheets

- A. Mr. Hildebran discussed the CIP and Project list spreadsheets and informed Council the items that are shaded purple are the completed items. He further reviewed the items shaded in blue which are the pending projects including the Wayfinding Signs (Phase 3), Highway 18 Water Project, and the Whitnel Water Transmission Main Replacement (Phase 1).

A copy of the CIP and Project list spreadsheets are attached to these minutes as information.

VIII. OTHER ITEMS

- A. Resolution – Comprehensive Plan Consultant Selection: Planning Director Hannah Williams stated the City issued a Request for Proposals (RFQ) in January 2024 and that eight highly qualified firms submitted proposals. Director Williams recommended Freese and Nichols (FNI) as the most qualified firm to produce the City's 2045 Comprehensive Plan Update at a cost of \$125,000. She shared that, Danny Wilson who was present at the meeting as well as Charles Archer, Freese and Nichols, will be the Project Manager for the update and said he is familiar with Lenoir and knows the area. Mr. Archer remarked it is great to work with the City of Lenoir.

A copy of the resolution is hereby attached to these minutes as information.

Motion

Upon a motion by Councilmember Thomas, Council voted 7 to 0 to adopt a resolution to

enter into a contract with Freese and Nichols for the 2045 City of Lenoir's Comprehensive Plan Update at a cost of \$125,000 as recommended and as presented.

- B. Job Descriptions; Director of Special Projects & Grant Position and Main Street Community Engagement Coordinator-Update: Finance Director Donna Bean presented a job description for a Director of Special Projects and a Grant position and the updates to the Main Street Community Engagement Coordinator position. (Copies of the job descriptions are attached to the minutes as information.)

Finance Director Bean stated the Director of Special Projects & Grants Position will work directly with the City Manager and Department Directors, outside agencies and the general public by conducting and managing complex projects and providing project planning and management oversight. In addition, this position will coordinate and lead the activities of the City-wide grant program that supports operating programs, capital improvements projects, and other grant-eligible programs for the City.

Finance Director Bean also recommended approving the updated version of the Main Street Community Engagement Coordinator's job description.

Motion

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the job descriptions for the Director of Special Projects, a Grant Position and the updated version of the Main Street Community Engagement Coordinator's job description as recommended by City Staff.

- C. Construction Manager at Risk (CMAR)-RFQ Authorization: City Manager Scott Hildebran explained the Construction Manager at Risk is a project delivery method in which the owner hires a construction manager (CM) to oversee the project from design to construction close-out and deliver it with a Guaranteed Maximum Price (GMP) provided to the owner prior to the bid stage. Because the CM could be responsible for paying the difference when going over budget, the CM must closely manage the project budget and schedule to stay within the GMP.

City Manager Hildebran also stated the City has 4 or 5 facilities at The Campus and this request allows the City to start working with the architect in order to keep the project moving forward. In addition, it will allow the City to have one Project Manager instead of working with a number of individuals.

A copy of the Construction Manager at Risk description is attached to these minutes as information.

Motion

Following a brief discussion and upon a motion by Councilmember Prestwood, City Council voted 7 to 0 to approve using a Construction Manager at Risk for The Campus projects as described and as presented by City Manager Hildebran.

- D. Lenoir Wayfinding Program

Planning Director Williams informed Council she sent out a call to artists to submit

drawings for the City of Lenoir's Wayfinding Project including the information about the six categories, design requirements and technical specs of major signs and minor signs of the project. Mr. Hildebran mentioned there would be 55 wayfinding signs.

E. New Downtown Website/App

Matthew Anthony, Downtown Event Coordinator, shared there is a new website for the downtown and a new App that people can download. He reviewed how the App works and explained how it will highlight locations of businesses as you drive into the downtown area. Also, he mentioned there are plans for a historic walk.

There being no further business, the meeting was adjourned at 10:05 a.m.

Attachments

Budget Calendar

CIP Plan

Proposed Water & Sewer Rates (Table 4)

Outstanding Items/Current Commitments/Future

February Financial Summary

General Fund CIP Plan

Resolution (Comprehensive Plan)

Job Description

Construction Manager at Risk Description

CITY OF LENOIR
BUDGET CALENDAR
FY2024-2025

May 21, 2024	City Manager presents recommended budget to City Council. (City Clerk will have a copy of the proposed budget available for the public after presentation.)
May 23, 2024	Budget Work Session – 6:00 p.m., Third Floor, City Hall
May 28, 2024	Committee of the Whole – 8:30 a.m., Third Floor, City Hall (Budget Work Session if necessary)
May 30, 2024	Budget Work Session – 6:00 p.m., Third Floor, City Hall (if necessary)
June 4, 2024	Public Hearing for recommended FY2024-25 Budget at City Council Meeting at 6:00 p.m. Earliest possible date to adopt the budget. (City Clerk will have a copy of the final budget available for the public within five business days.)
June 18, 2024	City Council Meeting
June 25, 2024	Committee of the Whole Meeting

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Water Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Distribution System Vehicles and Equipment	548,500	175,000	227,500	56,000			62,000	64,000		68,000	71,000		
	Water Treatment Vehicles and Equipment	941,900	82,000	318,900	57,000	139,000	166,000	49,000	50,000	52,000	54,000	56,000		
	Water Resources Vehicles and Equipment	25,500	120,000	25,500										
Subtotal - Water Vehicles and Equipment		1,515,900	377,000	571,900	113,000	139,000	166,000	111,000	114,000	52,000	122,000	127,000	-	-
Distribution System														
1	Finley Water System Improvements	8,300,000		6,300,000	2,000,000									
2	Major Pressure Reducing Valve Vaults	710,000			350,000	360,000								
3	Joyceton Water Improvements	170,000				170,000								
4	Valdese System Interconnect	17,000,000			17,000,000									
5	Morganton Blvd Water Line - Phase 1	1,000,000			1,000,000									
6	Morganton Blvd Water Line - Phase 2	2,470,000												
7	US 321 Utility Relocations	780,000				780,000								
8	Whitnel Transmission Line Replacement - to Sawmills	6,060,000					6,060,000							
9	Walt Arney Road Water Line Replacement	640,000					640,000							
10	Hudson Tank Pump Upgrades	590,000					590,000							
11	Pleasant Hill Road Water Improvements	750,000						750,000						
12	Whitnel-Cajahs Water Pump Station	2,370,000								2,370,000				
13	Water System Interconnect #1	3,940,000										3,940,000		
14	Zacks Fork to Cottrell Hill Water Supply Loop	-												1,650,000
15	Whitnel Transmission Line Replacement - to Whitnel	-												13,010,000
16	Divisional Valve Replacements	564,000		100,000	130,000		110,000	110,000		114,000				
17	Water Line Replacements	2,800,000					600,000		700,000		700,000		800,000	
Water Treatment														
18	AWIA Compliance Projects	-	100,000											
19	Flash Mix Basin Repairs	450,000	500,000	450,000										
20	Residual Systems Upgrade	2,340,000					2,340,000							
21	Retrofit all Cahah Pumps and Switchgear	250,000						250,000						
22	Add 3rd Whitnel Finished Water Pump and VFD	1,040,000						1,040,000						
23	Add 3rd Raw Water Pump and VFD	1,250,000						1,250,000						
24	Filter Valve Upgrades	1,770,000						1,770,000						
25	Finished Water Pump Station Upgrades	1,250,000						1,250,000						
26	Backwash Supply Improvements	350,000						350,000						
27	Operations Building Upgrades	2,010,000						2,010,000						
28	Sedimentation Basin Repairs	1,980,000									1,980,000			
29	Clearwell Replacement	4,020,000									4,020,000			
30	Generator and Electrical System Loop	-												3,400,000
Subtotal - Water Infrastructure Improvements		64,854,000	600,000	6,850,000	22,950,000	1,310,000	10,340,000	8,780,000	700,000	2,484,000	6,700,000	3,940,000	800,000	18,060,000
Total - Water Improvements		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000
Current Year (FY24) CIP: Water Improvements			977,000											
10-Yr CIP: Water Improvements FY25-34		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000
Capital Project funded or partially funded using external source(s). ARPA, Direct Allocation, etc.														
Capital Project funded or partially funded using debt issue(s)														

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Wastewater Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Collection System Vehicles and Equipment	1,563,000	153,000	115,000	744,000	104,000		112,000	116,000	120,000	124,000	128,000		
	Wastewater Treatment Vehicles and Equipment	135,250	40,000	135,250										
Subtotal - Wastewater Vehicles and Equipment		1,698,250	193,000	250,250	744,000	104,000	-	112,000	116,000	120,000	124,000	128,000	-	-
Collection System														
1	East Harper Avenue Sewer Replacement	550,000		550,000										
2	Dorwood St Sewer Relocation	390,000				390,000								
3	Pennton to Hwy 18 Sewer	1,100,000					1,100,000							
4	Main Street (Valley to 321) Sewer Replacement	1,100,000					1,100,000							
5	Rehab Blairs Fork Outfall	860,000					860,000							
6	Gunpowder Creek Interceptor Replacement	3,340,000					3,340,000							
7	Zacks Fork Sewer Replacement	2,270,000					2,270,000							
8	Meadowood Upstream Sewer Replacement	1,780,000								1,780,000				
9	Meadowood Lift Station Improvements	520,000								520,000				
10	Golf Course Sewer Replacement	4,290,000											4,290,000	
11	Manhole Improvements	670,000	180,000			210,000		220,000		240,000				
12	Sewer Line Replacements	5,000,000						1,000,000		2,000,000		2,000,000		
Wastewater Treatment														
13	LCWWTP Recycle Water Pump/Lines	-	20,000											
14	Bar Screen Replace at GPWWTP	-	200,000											
15	Influent Repairs at LCWWTP	-	20,000											
16	Lower Creek WWTP Bypass Screen	550,000				550,000								
17	Lower Creek WWTP Mixers	1,610,000			1,610,000									
18	Lower Creek WWTP Diffusers and Concrete Repairs	2,460,000			2,460,000									
19	Septage Receiving Station / Vector Dump	640,000					640,000							
20	Lower Creek WWTP Equalization Basin	3,780,000					3,780,000							
21	Lower Creek WWTP Treatment Improvements	7,630,000							7,630,000					
Subtotal - Wastewater Improvements Infrastructure		37,600,000	420,000	550,000	4,070,000	1,150,000	13,090,000	1,220,000	7,630,000	4,540,000	-	2,000,000	4,290,000	-
Total - Wastewater Improvements		39,298,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-
Current Year (FY23) CIP: Wastewater Improvements			613,000											
10-Yr CIP: Wastewater Improvements FY25-34		40,238,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-
Capital Project funded or partially funded using external source(s), ARPA, Direct Allocation, etc. Capital Project funded or partially funded using debt issue(s)														

Total Water and Wastewater Capital Improvements Plan

Current Year (FY24) CIP: Total Water/Wastewater		1,590,000												
10-Yr CIP: Total Water and Wastewater		106,608,150	8,222,150	27,877,000	2,703,000	23,596,000	10,223,000	8,560,000	7,196,000	6,946,000	6,195,000	5,090,000	18,060,000	

Table 2
City of Lenoir
Water and Sewer Fund
Debt Service Summary - 2024

Current Debt Schedule:

				Current Yr	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Type	Description	Issue Date	Issue Amount	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Water	H-LRX-F-07-1058: Whitnel Pump Station S	12/31/2009	2,977,285	174,707	171,015	167,323	163,632	159,940	156,248	152,556				
Water	H-LRX-F-08-1065: Raw Water Intake	8/4/2011	3,652,714	219,126	215,072	211,017	206,963	202,908	198,854	194,799	190,745	186,690		
Water	H-LRX-F-15-1875: WTP Improvements	6/3/2018	5,243,453	262,173	262,173	262,173	262,173	262,173	262,173	262,173	262,173	262,173	262,173	262,173
Water	Meter Replacements	2019	4,400,000	514,003	501,133	488,263	475,393	462,523	449,653					
Sewer	CS370393-04: Gunpowder WWTP	10/28/2015	4,093,662	204,683	204,683	204,683	204,683	204,683	204,683	204,683	204,683	204,683	204,683	204,683
Sewer	CS370393-05: Powell Rd Sewer	2/3/2015	289,250	14,463	14,463	14,463	14,463	14,463	14,463	14,463	14,463	14,463	14,463	14,463
Sewer	CS370393-06: Meadowood Sewer	3/21/2016	1,541,984	77,099	77,099	77,099	77,099	77,099	77,099	77,099	77,099	77,099	77,099	77,099
Sewer	CS370393-07, SEWER	11/1/2019	2,530,000	143,340	153,660	152,230	150,801	149,371	147,942	146,512	145,083	143,653	142,224	140,795
Sewer	E-SRP-W-17-044	3/3/2020	6,781,992	430,978	425,808	420,638	415,468	410,298	405,128	399,958	394,788	389,617	384,447	379,277
Total Current Debt Service				2,040,572	2,025,106	1,997,889	1,970,675	1,943,458	1,916,243	1,452,243	1,289,033	1,278,379	1,085,089	1,078,490

Water Subtotal	1,170,009	1,149,393	1,128,776	1,108,161	1,087,544	1,066,928	609,528	452,918	448,863	262,173	262,173
Sewer Subtotal	870,563	875,713	869,113	862,514	855,914	849,315	842,715	836,115	829,516	822,916	816,317
WATER %	57.3%	56.8%	56.5%	56.2%	56.0%	55.7%	42.0%	35.1%	35.1%	24.2%	24.3%
SEWER %	42.7%	43.2%	43.5%	43.8%	44.0%	44.3%	58.0%	64.9%	64.9%	75.8%	75.7%
Total Debt Service	2,040,572	2,025,106	1,997,889	1,970,675	1,943,458	1,916,243	1,452,243	1,289,033	1,278,379	1,085,089	1,078,490

Table 3
City of Lenoir
Water and Sewer Fund
Financial Analysis - Cash Flow Summary

Cash-Flow Summary:

Description	Audit 2019	Audit 2020	Audit 2021	Audit 2022	Audit 2023	Budget 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034
Water Annual Operating Revenue	6,226,767	6,336,628	6,494,271	6,548,397	6,995,565	7,172,907	7,352,230	7,536,035	7,724,436	7,917,547	8,115,486	8,318,373	8,526,332	8,739,491	8,957,978	9,181,927
Sewer Annual Operating Revenue	3,109,873	3,189,242	3,140,122	3,127,773	3,444,903	3,494,073	3,581,425	3,670,960	3,762,734	3,856,803	3,953,223	4,052,053	4,153,355	4,257,189	4,363,618	4,472,709
System Growth: Customers + Meter Replacement							2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Water and Sewer: Annual Non-Operating Revenue	95,284	67,426	26,747	13,533	249,370	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Water: Revenue Increase from rates							3.2%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Water: New Revenue from Rates							235,271	461,352	693,086	930,612	1,174,076	1,423,628	1,679,418	1,941,602	2,210,342	2,485,800
Sewer: Revenue Increase from rates							3.2%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Sewer: New Revenue from rates**							114,606	224,734	337,616	453,321	571,917	693,479	818,079	945,795	1,076,704	1,210,885
Capital Reserve Appropriation							600,000	1,600,000	900,000	400,000	600,000	500,000	-	-	-	200,000
Total Revenue	9,431,924	9,593,295	9,661,140	9,689,703	10,689,837	10,726,980	11,943,531	13,553,083	13,477,873	13,618,282	14,474,702	15,047,533	15,237,184	15,944,077	16,668,642	17,611,321
Water: Operating Expenses	3,150,132	3,095,080	3,251,886	3,519,314	4,009,546	3,786,872	3,919,413	4,044,834	4,166,179	4,291,164	4,419,899	4,552,496	4,689,071	4,829,743	4,974,635	5,123,874
Water Expenses Increase*							3.5%	3.2%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Sewer: Operating Expenses	2,820,602	2,734,027	2,750,274	2,665,363	2,938,696	3,644,122	3,771,686	3,892,360	4,009,130	4,129,404	4,253,286	4,380,885	4,512,312	4,647,681	4,787,111	4,930,725
Sewer Expenses Increase*							3.5%	3.2%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Capital Outlay Contingency	647,245	436,187	344,757	375,997	302,601	1,230,000	180,000	185,760	191,333	197,073	202,985	209,075	215,347	221,807	228,461	235,315
Capital Outlay / Cash-Financed CIP							1,922,150	2,987,000	2,703,000	876,000	553,000	930,000	526,000	246,000	255,000	800,000
Debt Service Existing	1,294,959	1,769,112	1,628,265	1,724,182	1,938,292	2,065,986	2,025,106	1,997,889	1,970,675	1,943,458	1,916,243	1,452,243	1,289,033	1,278,379	1,085,069	1,078,490
Debt Service Proposed							-	301,920	301,920	1,987,329	2,720,507	3,299,012	3,804,731	4,312,723	4,763,093	5,088,360
Debt Service Reserve																
Transfers Out	78,260	139,900	55,550	100,000												
Total Expenses	7,991,198	8,174,306	8,030,732	8,384,858	9,189,135	10,726,980	11,818,335	13,409,782	13,342,236	13,424,428	14,085,920	14,823,711	15,038,493	15,536,333	16,093,390	17,258,764
Accrual Adjustments	684,191	9,104	253,049													
Net Income	2,124,917	1,428,093	1,883,457	1,304,847	1,500,702	-	125,197	143,320	135,638	193,854	408,783	223,822	200,691	407,744	575,251	354,556
Unrestricted Net Assets	14,407,381	10,647,335	12,530,792	10,840,084	12,052,801	11,552,601	9,643,211	6,788,532	7,922,168	7,016,022	7,424,805	7,648,627	7,649,319	7,757,062	8,332,313	8,686,870
Unrestricted Net Assets / Total Expenses					131%	106%	82%	66%	59%	52%	53%	52%	51%	50%	52%	50%
Days Cash on Hand					479	393	298	239	217	191	193	188	186	182	189	184
Operating Ratio					1.16	1.00	1.01	1.01	1.01	1.01	1.03	1.02	1.01	1.03	1.04	1.02
Capital Reserve																
Transfer to Capital Reserve							1,100,000	1,100,000	1,000,000	1,000,000	1,100,000	-	-	200,000	300,000	-
Transfer from Capital Reserve							600,000	1,600,000	900,000	400,000	600,000	500,000	-	-	-	200,000
Capital Reserve Balance							500,000	-	100,000	700,000	1,200,000	700,000	700,000	900,000	1,200,000	1,000,000
Residential Inside 5,000 gal Monthly Water Use Charges						\$26.58	\$27.44	\$28.24	\$29.09	\$29.96	\$30.88	\$31.81	\$32.75	\$33.74	\$34.75	\$35.61
Residential Inside 5,000 gal Monthly Sewer Use Charges						\$27.73	\$28.62	\$29.50	\$30.39	\$31.29	\$32.24	\$33.20	\$34.21	\$35.23	\$36.30	\$37.38
Combined Water and Sewer Use Charges						\$54.31	\$56.06	\$57.74	\$59.48	\$61.25	\$63.12	\$65.01	\$66.96	\$68.97	\$71.05	\$73.19
Monthly Increase							\$1.75	\$1.68	\$1.74	\$1.77	\$1.87	\$1.89	\$1.95	\$2.01	\$2.08	\$2.14

* February 2024 Urban South CPI 12 Month Increase = 3.7%

** New Sewer Revenue Includes Increased fees received from Septage Haulers

Table 4
City of Lenoir
Water and Sewer Fund
Projected Water and Sewer Rates

Customer Classes	Current FY24	Year 1 FY25	Year 2 FY26	Year 3 FY27	Year 4 FY28	Year 5 FY29
Water Inside						
Base Charge; Includes 1,000 gal	\$11.74	\$12.12	\$12.48	\$12.85	\$13.24	\$13.64
Volume per 1,000 gal; 1,001 gal +	\$3.71	\$3.83	\$3.94	\$4.06	\$4.18	\$4.31
Water Outside						
Base Charge; Includes 1,000 gal	\$23.48	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
Volume per 1,000 gal; 1,001 gal +	\$7.43	\$7.67	\$7.90	\$8.14	\$8.38	\$8.63
Resale Water						
Volume per 1,000 gal	\$2.48	\$2.56	\$2.64	\$2.72	\$2.80	\$2.88
Sewer Inside						
Base Charge; Includes 1,000 gal	\$10.29	\$10.62	\$10.94	\$11.27	\$11.61	\$11.96
Volume per 1,000 gal; 1,001 gal +	\$4.36	\$4.50	\$4.64	\$4.78	\$4.92	\$5.07
Sewer Outside						
Base Charge; Includes 1,000 gal	\$20.59	\$21.25	\$21.89	\$22.55	\$23.23	\$23.93
Volume per 1,000 gal; 1,001 gal +	\$8.73	\$9.01	\$9.28	\$9.56	\$9.85	\$10.15
Resale Sewer						
Volume per 1,000 gal	\$4.31	\$4.45	\$4.58	\$4.72	\$4.86	\$5.01

Sample Monthly Charges: Water and Sewer

Inside 5,000 gal	\$54.31	\$56.06	\$57.74	\$59.48	\$61.25	\$63.12
Inside 10,000 gal	\$94.66	\$97.71	\$100.64	\$103.68	\$106.75	\$110.02
inside 50,000 gal	\$417.46	\$430.91	\$443.84	\$457.28	\$470.75	\$485.22
Inside 100,000 gal	\$820.96	\$847.41	\$872.84	\$899.28	\$925.75	\$954.22
Outside 5,000 gal	\$108.71	\$112.20	\$115.57	\$119.06	\$122.63	\$126.32
Outside 10,000 gal	\$189.51	\$195.60	\$201.47	\$207.56	\$213.78	\$220.22
Outside 50,000 gal	\$835.91	\$862.80	\$888.67	\$915.56	\$942.98	\$971.42
Outside 100,000 gal	\$1,643.91	\$1,696.80	\$1,747.67	\$1,800.56	\$1,854.48	\$1,910.42

Residential Inside

5,000 gal water	\$26.58	\$27.44	\$28.24	\$29.09	\$29.96	\$30.88
5,000 gal sewer	\$27.73	\$28.62	\$29.50	\$30.39	\$31.29	\$32.24
Combined	\$54.31	\$56.06	\$57.74	\$59.48	\$61.25	\$63.12

Residential Outside

5,000 gal water	\$53.20	\$54.91	\$56.56	\$58.27	\$60.00	\$61.79
5,000 gal sewer	\$55.51	\$57.29	\$59.01	\$60.79	\$62.63	\$64.53
Combined	\$108.71	\$112.20	\$115.57	\$119.06	\$122.63	\$126.32

Water Rate Comparisons
5,000 Gallons Usage Per Month
February 1, 2024

<https://dashboards.efc.sog.unc.edu/nc>

System	Water	Sewer	Total
Siler City	\$54.50	\$59.25	\$113.75
Blowing Rock	\$54.36	\$54.35	\$108.71
Newton	\$46.06	\$58.41	\$104.47
Thomasville	\$38.65	\$58.09	\$96.74
Lexington	\$39.95	\$54.19	\$94.14
Cherryville	\$43.00	\$43.00	\$86.00
Taylorsville	\$42.40	\$42.40	\$84.80
Statesville	\$29.82	\$48.06	\$77.88
Granite Falls	\$39.72	\$37.93	\$77.65
Lincolnton	\$29.99	\$46.97	\$76.96
Boone	\$37.95	\$36.00	\$73.95
Shelby	\$28.69	\$45.03	\$73.72
Two Rivers Utilities **(Gastonia)	\$30.39	\$42.19	\$72.58
Hickory	\$27.98	\$36.75	\$64.73
Conover	\$27.34	\$36.06	\$63.40
Valdese	\$46.30	\$14.00	\$60.30
North Wilkesboro	\$31.33	\$25.97	\$57.30
Lenoir	\$26.58	\$27.73	\$54.31
Morganton	\$17.35	\$36.28	\$53.63
Forest City	\$22.37	\$22.37	\$44.74

FY 2024-2025

Outstanding Items

- Workers Comp:
- General Liability: 17.0% +/-
- Health: 9.0%
- Retirement System: 0.75% for GF and 1.00% for LEO

Current & Future Funding Commitments

- | | |
|--|------------------------------------|
| - Hospital Avenue Sidewalk - | \$1,640,000/\$410,000 - City* |
| - RTP Grant - | \$250,000/\$62,500 - City in-kind* |
| - Greenway LAP Project - | \$1,734,200/\$433,550 - City* |
| - LFD Sinkhole - | \$3,087,000 +/- |
| - Strategic Milling/Paving: Hospital Ave. - | \$116,000+ |
| Summerhill - | \$93,750+ |
| Parkview Streets - | \$75,500+ |
| Heritage Hills - | \$25,000+ |
| - Arrowood Bridge Replacement - | \$564,000-\$834,000 |
| - Downtown 2-way Traffic Conversion (3-Phases) | |
| Phase 1 - | \$125,000 |
| Phase 2 - | \$960,000 |
| Phase 3 - | \$600,000 |
| - The Campus - LHS Auditorium/Gym | TBD |
| - The Campus - OVT Pavilion/City Building | TBD |
| - The Campus - Band Bldg. | TBD |
| - Circle Drive Repair | TBD |
| - 1003 Pennton Avenue Drainage Repair | \$220,000 to \$630,000 |
| - Wayfinding Signs - Embellishments | \$38,000 |
| - Wayfinding Signs - Installation | TBD |
| - Gateway Entrance Signs - Design/Bid | \$115,000 |
| - Gateway Entrance Signs (3 or 4) | TBD |
| - Clock Tower Foundation | \$15,000 +/- |

OTHER

*already funded



**City of Lenoir
Financial Summary
As of 2/29/2024**



General Fund					
	2023-2024 Budget	2/29/2024	% of Budget	Change from Previous Year	2/28/2023
Total Revenue	\$ 22,066,505.00	\$ 17,506,760.01	79%	\$ 159,636.99	\$ 17,347,123.02
Expenditures	\$ 22,066,505.00	\$ 14,083,270.05	64%	\$ 534,559.58	\$ 13,548,710.47
Over/Under	\$ -	\$ 3,423,489.96		\$ (374,922.59)	\$ 3,798,412.55
Downtown District					
	2023-2024 Budget	2/29/2024	% of Budget	Change from Previous Year	2/28/2023
Revenues	\$ 236,900.00	\$ 47,565.64	20%	\$ 9,148.67	\$ 38,416.97
Expenditures	\$ 236,900.00	\$ 189,856.26	80%	\$ (62,307.47)	\$ 252,163.73
Over/Under	\$ -	\$ (142,290.62)		\$ 71,456.14	\$ (213,746.76)
Water/Sewer Fund					
	2023-2024 Budget	2/29/2024	% of Budget	Change from Previous Year	2/28/2023
Revenues	\$ 10,726,980.00	\$ 7,578,037.90	71%	\$ 651,706.39	\$ 6,926,331.51
Expenditures	\$ 10,726,980.00	\$ 6,153,729.64	57%	\$ 1,523,776.73	\$ 4,629,952.91
Over/Under	\$ -	\$ 1,424,308.26		\$ (872,070.34)	\$ 2,296,378.60

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
PUBLIC WORKS								
OPERATING BUDGET								
Greenway	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Resurfacing	\$ 2,140,000.00	\$ -	\$ 2,140,000.00	\$ 420,000.00	\$ 420,000.00	\$ 430,000.00	\$ 430,000.00	\$ 440,000.00
Strategic Paving - Hospital Ave.	\$ 116,000.00	\$ -	\$ 116,000.00	\$ 116,000.00	\$ -	\$ -	\$ -	\$ -
Strategic Paving - Subdivisions - 2" Base - Heritage Hill	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
Strategic Paving - Subdivisions - 2" Base - Parkview	\$ 75,500.00	\$ -	\$ 75,500.00	\$ -	\$ 37,750.00	\$ 37,750.00	\$ -	\$ -
Strategic Paving - Subdivisions - 2" Base - Summerhill	\$ 93,750.00	\$ -	\$ 93,750.00	\$ -	\$ 93,750.00	\$ -	\$ -	\$ -
Total Operating Funds Public Works	\$ 2,700,250.00	\$ -	\$ 2,700,250.00	\$ 611,000.00	\$ 601,500.00	\$ 517,750.00	\$ 480,000.00	\$ 490,000.00
CAPITAL BUDGET								
Brake Lathe	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -
Epoxy Floor in Garage	\$ 66,000.00	\$ -	\$ 66,000.00	\$ -	\$ -	\$ 66,000.00	\$ -	\$ -
Headlight Adjuster	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -
Light Duty Truck 1/2 ton 4 WD - Streets	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -
Light Duty Truck 1/2 ton 4 WD - Vehicle Services	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	\$ -	\$ -
Tire Balancer	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
HVAC Vehicle Services (6)	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	\$ -	\$ -
Vehicle Service Addition/Enclosure	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
Backhoe	\$ 162,500.00	\$ -	\$ 162,500.00	\$ -	\$ -	\$ 162,500.00	\$ -	\$ -
Scissor/Boom Lift - Building Maintenance	\$ 80,000.00	\$ -	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
Bucket Truck	\$ 145,000.00	\$ -	\$ 145,000.00	\$ -	\$ -	\$ 145,000.00	\$ -	\$ -
Forklift	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -
Service Truck- Build. Maint. (3)	\$ 198,000.00	\$ -	\$ 198,000.00	\$ -	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ -
Tractor w/Cab and Loader - Building Maintenance	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -
Asphalt Trak Truck	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -
Service Truck/Sign Truck w/Crane	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 110,000.00	\$ -	\$ -	\$ -	\$ -
Single Axle Dump Truck - Streets (4)	\$ 660,000.00	\$ -	\$ 660,000.00	\$ -	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
Skid Steer Loader	\$ 98,000.00	\$ -	\$ 98,000.00	\$ -	\$ 98,000.00	\$ -	\$ -	\$ -

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Tractor/Mower Side Arm Flail ROW- Street	\$ 350,000.00	\$ -	\$ 350,000.00	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -
Vehicles/Equipment - Street	\$ 725,000.00	\$ -	\$ 725,000.00	\$ -	\$ -	\$ 75,000.00	\$ 325,000.00	\$ 325,000.00
Wheeled Loader	\$ 210,000.00	\$ -	\$ 210,000.00	\$ -	\$ 210,000.00	\$ -	\$ -	\$ -
Automated Garbage Truck (2)	\$ 739,978.00	\$ -	\$ 739,978.00	\$ -	\$ 369,989.00	\$ -	\$ 369,989.00	\$ -
Automated Leaf Collection Truck Non-CDL	\$ 185,000.00	\$ -	\$ 185,000.00	\$ -	\$ 185,000.00	\$ -	\$ -	\$ -
Pak-Rat Small Garbage Truck/ Truck 309	\$ 148,000.00	\$ -	\$ 148,000.00	\$ -	\$ -	\$ 148,000.00	\$ -	\$ -
Pre-Fab Greenhouse 10'x16' -Horticulture	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -
Horticulture UTV	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -
54" Standup Mower -Horticulture	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ -	\$ -
60" Standup Mower- Horticulture	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -
Downtown Planters- Horticulture (16)	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
Cemetery UTV	\$ 15,500.00	\$ -	\$ 15,500.00	\$ 15,500.00	\$ -	\$ -	\$ -	\$ -
Cemetery Vehicle Replacements	\$ 180,000.00	\$ -	\$ 180,000.00	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Cemetery Master Plan & Expansion (TBD)	\$ 312,500.00	\$ -	\$ 312,500.00	\$ 156,250.00	\$ 156,250.00	\$ -	\$ -	\$ -
Columbarium	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -
Vehicles/Equipment - Cemeteries	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ 30,000.00	\$ 15,000.00	\$ -	\$ -
Zero-Turn Mower 60" Cemeteries (5)	\$ 48,000.00	\$ -	\$ 48,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Public Works- Flooring Replacement / Hallways and Breakroom (split with Public Utilities)	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
Public Works - Painting Interior/ Hallways and Breakroom (split with Public Utilities)	\$ 10,500.00	\$ -	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -
Total Capital Budget Public Works	\$ 4,858,178.00	\$ -	\$ 4,858,178.00	\$ 712,250.00	\$ 1,902,439.00	\$ 993,500.00	\$ 1,002,989.00	\$ 547,000.00
OTHER FUNDING SOURCES								
RTP Grant - Greenway OVNH	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -
Arrowood St. Bridge	\$ 834,000.00	\$ 834,000.00	\$ 834,000.00	\$ -	\$ -	\$ 525,000.00	\$ 309,000.00	\$ -
Greenway Expansions & Upgrades - State Allocation & APR Funds	\$ 950,000.00	\$ 950,000.00	\$ 950,000.00	\$ 450,000.00	\$ 500,000.00	\$ -	\$ -	\$ -
Greenway LAPP Project	\$ 2,167,750.00	\$ 2,167,750.00	\$ 2,167,750.00	\$ -	\$ 1,083,875.00	\$ 1,083,875.00	\$ -	\$ -
Total Other Funding Sources Public Works	\$ 4,201,750.00	\$ 4,201,750.00	\$ 4,201,750.00	\$ 700,000.00	\$ 1,583,875.00	\$ 1,608,875.00	\$ 309,000.00	\$ -
Grand Total Public Works	\$ 11,760,178.00	\$ 4,201,750.00	\$ 11,760,178.00	\$ 2,023,250.00	\$ 4,087,814.00	\$ 3,120,125.00	\$ 1,791,989.00	\$ 1,037,000.00

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
FIRE								
CAPITAL BUDGET								
Rescue Pumper Replacement	\$ 850,000.00	\$ -	\$ 850,000.00	\$ -	\$ 425,000.00	\$ 425,000.00	\$ -	\$ -
Equipment Replacement	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
UTV Upgrade	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
Portable Light Upgrades	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
Station Upgrades (Station 1 and 2)	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
P25 Communication Radio Upgrades	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -
QRV	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -
SCBA/ PPE	\$ 390,000.00	\$ -	\$ 390,000.00	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Total Capital Budget Fire	\$ 1,755,000.00	\$ -	\$ 1,755,000.00	\$ 265,000.00	\$ 630,000.00	\$ 555,000.00	\$ 175,000.00	\$ 130,000.00
OTHER FUNDING SOURCES								
Fire Truck Replacement	\$ 1,650,000.00	\$ -	\$ 1,650,000.00	\$ -	\$ 425,000.00	\$ 425,000.00	\$ -	\$ 800,000.00
Sink hole	\$ 3,100,000.00	\$ 1,082,343.00	\$ 3,100,000.00	\$ 1,550,000.00	\$ 1,550,000.00	\$ -	\$ -	\$ -
Rescue Pumps	\$ 850,000.00	\$ -	\$ 850,000.00	\$ -	\$ -	\$ 425,000.00	\$ 425,000.00	\$ -
Total Other Funding Sources Fire	\$ 5,600,000.00	\$ 1,082,343.00	\$ 5,600,000.00	\$ 1,550,000.00	\$ 1,975,000.00	\$ 850,000.00	\$ 425,000.00	\$ 800,000.00
Grand Total Fire	\$ 7,355,000.00	\$ 1,082,343.00	\$ 7,355,000.00	\$ 1,815,000.00	\$ 2,605,000.00	\$ 1,405,000.00	\$ 600,000.00	\$ 930,000.00
POLICE								
CAPITAL BUDGET								
Weapon Replacement (P365)	\$ 15,600.00	\$ -	\$ 15,600.00	\$ 7,800.00	\$ 7,800.00	\$ -	\$ -	\$ -
Departmental Vehicles	\$ 1,610,000.00	\$ -	\$ 1,610,000.00	\$ 210,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00
Patrol Plate Carriers	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -
Body Camera Replacement	\$ 190,000.00	\$ -	\$ 190,000.00	\$ -	\$ 190,000.00	\$ -	\$ -	\$ -
Patrol Ballistic Helmets	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
Downtown Parking Enforcement Vehicle	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
Lounge Remodel	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
Conference Room Remodel	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
Hallway Floor Renovations - Upstairs/Downstairs	\$ 52,000.00	\$ -	\$ 52,000.00	\$ -	\$ -	\$ 52,000.00	\$ -	\$ -

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Parking Lot Resealing	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
Firing Range Management	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
HVAC/Building Repairs/Remodeling	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -
Evidence Tracking System	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
Crime Mapping Software	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -
Personnel Transport Vehicle	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	\$ -	\$ 63,000.00	\$ -	\$ -
Video Enhancement System	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Spare MDTs	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Mobile In-Car Radios	\$ 80,000.00	\$ -	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
Dual Purpose Patrol K-9	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ -	\$ -
SRT Ballistic Entry Vest	\$ 72,000.00	\$ -	\$ 72,000.00	\$ 72,000.00	\$ -	\$ -	\$ -	\$ -
Fencing at Firing Range	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -
Total Capital Budget Police	\$ 2,537,600.00	\$ -	\$ 2,537,600.00	\$ 469,800.00	\$ 695,800.00	\$ 529,000.00	\$ 483,000.00	\$ 360,000.00
Grand Total Police	\$ 2,537,600.00	\$ -	\$ 2,537,600.00	\$ 469,800.00	\$ 695,800.00	\$ 529,000.00	\$ 483,000.00	\$ 360,000.00
ADMINISTRATION								
OPERATING BUDGET								
ADA Transition Plan Implementation	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total Operating Budget Administration	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TECHNOLOGY INFRASTRUCTURE								
OPERATING BUDGET								
Computers, Telephone Upgrades & Software	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Servers	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Operating Budget Technology Infrastructure	\$ 275,000.00	\$ -	\$ 275,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
OTHER FUNDING SOURCES								
Cybersecurity and Software Upgrade - ARP Funds	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 20,500.00	\$ 20,500.00	\$ -	\$ -	\$ -
Total Other Funding Sources Technology Infrastructure	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 20,500.00	\$ 20,500.00	\$ -	\$ -	\$ -
Grand Total Technology Infrastructure	\$ 316,000.00	\$ 41,000.00	\$ 316,000.00	\$ 75,500.00	\$ 75,500.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
PARKS AND RECREATION								
CAPITAL BUDGET								

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Additional pickle ball courts outside- Mulberry (4)	\$ 29,000.00	\$ -	\$ 29,000.00	\$ 29,000.00	\$ -	\$ -	\$ -	\$ -
Aquatic Center Ceiling Replacement	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -
Disc Golf Course	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
Dog Park	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -
Gym Floor Repair	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
Hip Roof Shade Structure with post & 14' Entry	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -
IT Upgrades @ All Parks and Facilities	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
MLK Center HVAC Replacement	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
MLK Playground Improvements	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
Mowers (4)	\$ 48,000.00	\$ -	\$ 48,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00
Parks Vehicle	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Replace Pool Filtration System	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -
Security Fence @Zack Fork	\$ 52,000.00	\$ -	\$ 52,000.00	\$ -	\$ -	\$ 52,000.00	\$ -	\$ -
Splash Play Area @ Mulberry	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -
Tempered glass backboards conversion package (4)	\$ 6,200.00	\$ -	\$ 6,200.00	\$ 6,200.00	\$ -	\$ -	\$ -	\$ -
Utility Vehicle for Greenway	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
Vehicles - Admin vehicle	\$ 36,860.00	\$ -	\$ 36,860.00	\$ -	\$ 36,860.00	\$ -	\$ -	\$ -
Water Slide Restoration	\$ 48,000.00	\$ -	\$ 48,000.00	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -
West End Park Improvements	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -
Total Capital Funds Parks and Recreation	\$ 1,220,060.00	\$ -	\$ 1,220,060.00	\$ 277,200.00	\$ 356,860.00	\$ 102,000.00	\$ 242,000.00	\$ 242,000.00
OTHER FUNDING SOURCES								
LAFC Renovation - PARTF Grant	\$ 1,090,375.00	\$ 1,090,375.00	\$ 1,090,375.00	\$ 590,375.00	\$ 500,000.00	\$ -	\$ -	\$ -
LHS Campus Improvements	\$ 1,630,000.00	\$ 1,630,000.00	\$ 1,630,000.00	\$ 315,000.00	\$ 815,000.00	\$ 500,000.00	\$ -	\$ -
LHS Campus Renovations and Improvements - Band Bldg	\$ 2,000,000.00	\$ 1,000,000.00	\$ 2,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
LHS Gym/Auditorium/Field Improvements CDBG	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
MLK Center Improvements	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -
Community Gardens Teaching/Learning Pav.	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -
Parks and Rec. Master Plan - ARP Funding	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -

**CITY OF LENOIR
GENERAL FUND CIP
2024-2025 BUDGET YEAR**

	Total Project Cost	Funding from Other Source	Remaining	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Total Other Funding Sources Parks and Recreation	\$ 5,770,375.00	\$ 4,770,375.00	\$ 5,770,375.00	\$ 1,995,375.00	\$ 1,930,000.00	\$ 1,115,000.00	\$ 615,000.00	\$ 115,000.00
Grand Total Parks and Recreation	\$ 6,990,435.00	\$ 4,770,375.00	\$ 6,990,435.00	\$ 2,272,575.00	\$ 2,286,860.00	\$ 1,217,000.00	\$ 857,000.00	\$ 357,000.00
PLANNING								
OPERATING BUDGET								
Comp. Plan	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -
Total Operating Budget Planning	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -
MAIN STREET								
CAPITAL BUDGET								
Holiday/Christmas Decorations for Downtown	\$ 108,675.00	\$ -	\$ 108,675.00	\$ 40,000.00	\$ 30,000.00	\$ 38,675.00	\$ -	\$ -
Total Capital Budget Main Street	\$ 108,675.00	\$ -	\$ 108,675.00	\$ 40,000.00	\$ 30,000.00	\$ 38,675.00	\$ -	\$ -
OTHER FUNDING SOURCES								
City-wide Wayfinding Signs and Installation - TBD	\$ 591,500.00	\$ 591,500.00	\$ 591,500.00	\$ 295,750.00	\$ 295,750.00	\$ -	\$ -	\$ -
Downtown Signalization Improv. - Two Way Streets	\$ 1,470,000.00	\$ 300,000.00	\$ 1,470,000.00	\$ 500,000.00	\$ 500,000.00	\$ 470,000.00	\$ -	\$ -
Downtown Veterans Memorial Plaza Improvements	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
Pavilion and City Buildings - State Allocation	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -
Total Other Funding Sources Main Street	\$ 2,761,500.00	\$ 1,591,500.00	\$ 2,761,500.00	\$ 1,245,750.00	\$ 1,045,750.00	\$ 470,000.00	\$ -	\$ -
Grand Total Main Street	\$ 2,870,175.00	\$ 1,591,500.00	\$ 2,870,175.00	\$ 1,285,750.00	\$ 1,075,750.00	\$ 508,675.00	\$ -	\$ -
Grand Total Operating Budget	\$ 3,225,250.00	\$ -	\$ 3,225,250.00	\$ 816,000.00	\$ 681,500.00	\$ 597,750.00	\$ 560,000.00	\$ 570,000.00
Grand Total Capital Budget	\$ 10,479,513.00	\$ -	\$ 10,479,513.00	\$ 1,764,250.00	\$ 3,615,099.00	\$ 2,218,175.00	\$ 1,902,989.00	\$ 1,279,000.00
Grand Total Other Funding Sources	\$ 18,374,625.00	\$ 11,686,968.00	\$ 18,374,625.00	\$ 5,511,625.00	\$ 6,555,125.00	\$ 4,043,875.00	\$ 1,349,000.00	\$ 915,000.00
Grand Total CIP	\$ 32,079,388.00	\$ 11,686,968.00	\$ 32,079,388.00	\$ 8,091,875.00	\$ 10,851,724.00	\$ 6,859,800.00	\$ 3,811,989.00	\$ 2,764,000.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
Project Funding Approved - 95% - 100% Completed										
AMJ - MeterSys	US Bank Loan	2019/Anticipated 2024	First Payment October, 2019 - last payment April, 2029 (10 year loan) Interest Rate 2.925%	The Metersys Capital Project utilized loan funds for the implementation of the <u>advanced metering</u> system. The funding for this project was from a loan from US Bancorp. An estimated 10,000+ meters were replaced.	4,400,000.00					4,400,000.00
Automated Garbage Truck	ARPA Funds	3-21/Encumbered by 12-24, Spent by 12-26	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026.	Purchased one <u>automated garbage truck</u> to assist with the continued conversion to automated garbage pick-up as this can be utilized to replace aging equipment. Truck has been received and is in operation. Purchased a rear loader and a paco mac from operational budget.		320,584.00	285,000.00			605,584.00
Biosolids	DWI	11-19/3-23	First payment - Nov, 2021 - last payment May, 2041 (20 year loan) - Interest Rate - 1.53%	The City of Lenoir received State Revolving Funds through the Division of Water Infrastructure (DWI) to design and construct a new biosolids facility for the purpose of handling and disposing of the biosolids generated from the sludge at the Lower Creek WWTP, Gunpowder Creek WWTP, and the Bernhardt Water Treatment Plant. Other related improvements were made to the plant facilities. The total loan amount (at 1.53% interest) was approved for \$6,995,000.00 which includes the dryer purchase, construction cost, all engineering and professional services and the 4.5% contingency. The final loan amount was 6,781,931.39. The project was completed 6-23.	6,781,931.39				139,900.00	6,921,831.39
City Hall Improvements	State Allocated Funds	4-1-22/4-1-24	Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24.	Grant for City Hall Building Improvements by installing energy efficient windows and repairing the stucco and painting the outside of the building. Completed 1/24			200,000.00			200,000.00
Crossroads Sewer Project	NCDEQ	2020/2024	First Payment Nov., 2023 - Last Payment Nov., 2042 (20 year loan) Interest Rate 1.13%	Funding from NC Division of Water Infrastructure SRF loan is being used to fund 3,800 feet of sewer line replacement and rehabilitation from the manhole behind Mayflower Seafood Restaurant to the golf course. The project eliminates sewer lines going under the Smiths Crossroads Intersection as well as a section at Wilkesboro Blvd and Lower Creek Drive. The project is complete.	2,530,000.00	50,600.00				2,580,600.00
Downtown/Campus Master Plan	ARPA Funds	3-21/Encumbered by 12-24, Spent by 12-26	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026	Funding will be used for the develop master plans for the historic Campus at Lenoir High School, and Downtown Lenoir. This was adopted 2-24			160,000.00			160,000.00
EV Charging Station	VW Settlement/DEQ	Awarded 9-22	North Carolina DEQ will rebate up to \$5,000 per post with a maximum of \$10,000	This funding is for installation of fast charge EV stations for electric vehicles.	10,000.00					10,000.00
Fire Truck/Rescue Pumper	State Allocated Funds	State Allocation 2022/Encumbered by 12-24, Spent by 12-26, ARPA Allocation- 3/2021	Office of State Budget and Management is administering the grant. Funds were appropriated in the General Assembly. (S.L. 2022-74), \$500,000, ARPA Revenue Replacement option \$200,000 - funds must be obligated by December 31, 2024 and spent by December 31, 2026.	Purchase a Fire Truck/Rescue apparatus to enhance the service capabilities and service delivery to the City's citizens. The new truck will have pumping capabilities to suppress fires as well as haul rescue equipment will replace the 2004 Rescue Truck that has no pumping capabilities. This truck was delivered 8/23.			700,000.00			700,000.00
Greenway Culvert - Former Red Roof	ARPA FUNDS	Complete	ARPA Funding	The culvert located on the Greenway near the former Red Roof Inn is being evaluated to determine the best alternative for repair. It is anticipated that this will be funded from ARPA Funds. Complete 2023.			62,000.00			62,000.00
Lenoir High School Campus	National Historic Trust	9-22/9-23 - Complete	Awarded 9-22 - 1 year to spend funds	The grant from the National Historic Trust will fund a Economic Feasibility and Reuse Study for The Campus.	5,000.00					5,000.00
Lenoir High School Campus	Marion Covington Grant	Awarded 5-22 - Complete	Quarterly reporting requirements until completion	The grant covers architectural CAD technical drawings need to be developed by a qualified firm. These plans will facilitate the development of an overall site master plan, strengthen grant funding applications, and position the project for potential public-private-partnerships and future investment.	18,500.00					18,500.00
Mack Cook Stadium Lights	State Allocated Funds/Donations	2022/Complete 2023	Funding from the General Assembly. Deadline for spending funds is 4-1-24. Donations have been received.	A grant and donations funded the Mack Cook Stadium Lighting @ The Campus. The total cost of the project is \$213,522. Funding was received as follows: State Capital and Infrastructure Fund (SCIF) Grant \$100,000, Blue Ridge Energy donation of \$8,522, Lenoir Tourism Development Authority appropriation of \$25,000 and other Private Donations amounting to \$80,000.			100,000.00	25,000.00	88,522.00	213,522.00
Smith Crossroads - Signage	LTDA	2021/Complete	LTDA Allocation and ARPA funding of \$291,500	The LTDA allocated funding for a back-lit decorative gateway sign incorporating the City's logo and tagline "CREATE WITH US," and will be installed at Smith Crossroads. The project is currently awaiting NCDOT permitting. New estimated cost to complete construction is 382,325. Completed 2023.			291,500.00	215,000.00		506,500.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
TH Broyhill Walking Park - Lake Dredging	Broyhill Family Foundation	2022/2023 - Complete	Foundation donation	The City initially received \$100,000 in funding from the Broyhill Family Foundation to dredge the lake at the TH Broyhill Walking Park. Estimates increased to \$200,000 to complete. The foundation funded the additional \$100,000.	200,000.00					200,000.00
Subtotal					13,935,431.39	371,184.00	1,798,500.00	240,000.00	228,422.00	16,583,537.39
Project Funding Approved - Underway										
AIA SEWER	DEQ	Awarded 2/21/23	Begin 8-21-23/End 8-21-25	This grant would pay for a detailed inventory and assessment of the entire sewer system	200,000.00					200,000.00
AIA WATER	DEQ	Awarded 2/21/23	Begin 8-21-23/End 8-21-25	This grant would pay for a detailed inventory and assessment of the entire water system	200,000.00					200,000.00
Brownfield Assessment Grant - #2	United States Environmental Protection Agency	7-22/9-26	\$500,000 in grant funding for grant period of July 1, 2022 to September 30, 2026	The City was awarded a second EPA Brownfield assessment grant in the amount of \$500,000.00 to complete the work at the old Broyhill site and several other sites in Lenoir including the former American and Efrill location, Steele Cotton Mill and the LHS Campus.	500,000.00					500,000.00
Clock Tower	Donation	In progress	Donor is working on designs with staff	The funds will cover a sculpture to hold the historic clock on the square. This project will be funded by a private donation of \$60,000, tile sales of \$13,725 and city in-kind contribution of \$8,300.		8,300.00			73,725.00	82,025.00
Cyber Security and Software	ARP Funds	3-2021/2024	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026	Funding to be used to improve the current IT infrastructure to address cyber security changes and upgrade the financial software system. Infrastructure upgrades are underway and the software upgrade is anticipated to begin Fall 2023.			40,950.00			40,950.00
Farmers Market	State Allocated Funds/LTDA Appropriation	4-1-22/4-1-24	State Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24. LTDA funding allocated 2-23	The City received a state grant for a OVT Farmer's Market Pavilion adjacent to the Campus in the amount of \$450,000. The LTDA allocated \$50,000 for this project as well. The City purchased the property for \$70,000.			450,000.00	50,000.00		500,000.00
Greenway Expansion	State Allocated Funds	4-1-22/4-1-24	Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24.	The funds will be utilized to expand the City's greenway network with the goal of having a connected network of greenway trails and multiuse paths. The funding for this allocation will be used to expand the greenway by joining greenway sections across the City as well as connectivity to the Over Mountain Victory Trail.			750,000.00			750,000.00
Hospital Avenue Sidewalk	NCDOT	6-17/TBD	\$800,000 Federal Highway Administration Funds and \$200,000 of local funds already appropriated. NEW COST 2,050,000. ANTICIPATE 1,640,000 FUNDING AND TOTAL MATCH OF 410,000. THE ORIGINAL 200,000 HAS ALREADY BEEN PAID AND \$10,000 WILL NEED TO COME FROM LOCAL FUNDS AND \$200,000	The Hospital Avenue Sidewalk Project was funded by a grant and local funds to engineer, design, acquire rights-of-way, relocate utilities, and construct sidewalks on Hospital Avenue. This project is ongoing. Cost estimated have increased and additional grant funding is being applied for currently. Originally the city received \$800,000 (with a 20% local match of \$200,000) in Transportation Alternative funding from the North Carolina Department of Transportation to assist in the construction of sidewalks along Hospital Avenue. The original estimate for this project in the State Transportation Improvement Program is seven years old and short of the current construction estimate of \$ 2,050,000. The city applied for the supplemental LAPP funds for a total of \$1,640,000 funding for the construction of this project. The City will need an additional \$210,000 match - \$10,000 in local funding and \$200,000 in ARPA funding.	1,640,000.00	210,000.00	200,000.00			2,050,000.00
OVNHI Greenway Link	RTP Grant	12-20/TBD	Spring 2020 Recreational Trail Program Grant of \$250,000 with \$62,500 city match	The City of Lenoir received a \$250,000 Recreational Trails Program grant to design and build three street crossings along the Overmountain Victory National Historic Trail (OVNHT) that runs through downtown. The total project cost to design and build the crossings is \$312,500. The grant is \$250,000 and the City is matching the grant with \$62,500 in local, in-kind contributions.	250,000.00	62,500.00				312,500.00
Stormwater Mapping	Local Funds	3/1/2023/12/31/2025	City contracted with the WPCOG to pay \$183,044.00 during the period beginning March 1, 2023, and ending December 31, 2025. Billing will begin July 1, 2023, and occur on a monthly basis of \$6,101.46.	In order to renew the NPDES permit by June 2026, the City will be required to provide a map of the entire stormwater system. The City's MS4 is partially mapped (approximately 20%), and there was no additional mapping of MS4 infrastructure this year. It is likely that the Lenoir area will be audited for permit compliance prior to the renewal of the permit, so the WPCOG has recommended that the majority of the MS4 should be mapped by June 2025. It is anticipated that this will be funded from the General Fund Operating Budget over the next three years.		183,044.00				183,044.00
The Campus Improvements	CDBG	Ongoing	CDBG Allocation	Funding from CDBG has been used for phased improvements to the auditorium in the Historic Lenoir High School. Funds are currently being used for Roof Replacements.				575,000.00		575,000.00
Wayfinding Signs	NC Commerce Tourism Grant/ARC	2023	GRANT, TBD, LTDA funding allocated 2-23	Grant funding for a wayfinding system to provide information regarding attractions, municipal amenities and local businesses. Signs will encourage travelers on 321 to visit downtown, the LHS Theater Auditorium and Recreational Fields, Mountain Bike Trails, OVT Trails, Greenway, MLK and Aquatics Center - in name just a few. LTDA allocated \$50,000 on 2-23.	250,000.00		291,500.00	50,000.00		591,500.00
Subtotal					3,040,000.00	463,844.00	1,732,450.00	675,000.00	73,725.00	5,985,019.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
Project Funding - Approved But Not Started Or in the Planning Phase										
Aquatics Center (LAFCV/Rotary Soccer Complex)	PARTI Grant/ARP Match	11-22/10-25	Grant for \$500,000 and City match using ARPA funds of \$590,375. Grant period November 1, 2022 to October 21, 2025	This grant will fund much needed upgrades and renovations at the LAFCV and the Rotary Soccer complex. Some of the updates include a splash pad at the Rotary Soccer Complex, a complete renovation of the locker rooms, new flooring throughout the building, including the pool deck, new LED lighting, and a new dehumidifier system to reduce the moisture inside the building. There are also plans to build a picnic shelter and some playground equipment at the Rotary Soccer complex.	500,000.00		590,375.00			1,090,375.00
Community Garden Teaching/Learn Pavilion	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025.	The City received \$125,000 in state allocated funding for this project for constructions of a Community Garden Teaching/Learn Pavilion partnership with Appalachian State University.			125,000.00			125,000.00
Comp Plan	City Funding	TBD	Funding from Operating funds.	Funding will need to allocated for a Comprehensive Plan Consultant to assist planning staff with visioning the community over the next 20 years. Estimated cost of \$125,000.		125,000.00				125,000.00
Downtown Signalization Improvements - Two Way Streets	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025.	The City received \$300,000 in state allocated funding for this project for Downtown Signalization Improvements and two-way streets in the downtown area.			300,000.00		1,170,000.00	1,470,000.00
Downtown Veterans Memorial Plaza Improvements	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025.	The City received \$200,000 in state allocated funding for this project for improvements to the Downtown Veterans Memorial Plaza Improvements. Final cost estimates to be determined.			200,000.00			200,000.00
Finley Avenue Area Water Project	State Allocated Funds	2022/2024	Allocation of nonrecurring funds appropriated for the 2022-2023 fiscal year from the Clean Water and Drinking Water Reserve. Funds must be obligated by December 31, 2024 and spent by December 31, 2026 (S.L. 2022-74)	This project was identified and placed in the CIP several years ago. It will improve the low pressure concerns in the area around the Finley water tank through system improvements that create a medium pressure zone in the specified area. Preliminary engineering has been completed and the report was used for a funding application that was submitted to the State Revolving Loan Fund in the fall of 2020. The first application was declined. The applications was resubmitted after making several changes to the scope of the project. The project was not funded by the State Revolving Loan Fund. The project was approved for funding utilizing APR funds allocated at the state level in 2022. The engineering and design phases are underway and the bidding process is expected to begin Fall of 2023.			6,300,000.00			6,300,000.00
Fire Hoses and Equipment Replacement	Firehouse Subs Public Safety Foundation	24-Jan	Cost Reimbursement	The City received a Firehouse Subs Public Safety Foundation Grant in the amount of \$26,698.62 for new fire hoses and equipment.	26,698.62					26,698.62
Greenway LAPP Project	Surface Transportation Program Direct APPT Fund		Funding for Connection Project Segments 1 through 5 in the amount of \$2,167,750 and the City committed up to \$433,550 as a cash match for the selected Lenoir Greenway Extension	Park Connection Project proposes the addition of five (5) greenway segments that will provide connectivity to existing and future greenway segments currently under construction. The total proposed segments have a length of 7.225 LF or approximately 1.37 miles. The proposed greenway segments run parallel to existing right of ways and crosses through sections of private property.	1,734,400.00		433,600.00			2,168,000.00
Gym at the Campus at Historic LHS	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025.	The City received \$1,000,000 in state allocated funding for this project for improvements to the gym at The Campus at Historic LHS.			1,000,000.00			1,000,000.00
Lenoir High School Campus (Auditorium/Gymnasium)	Rural Downtown Transformation Grant/LTDA Appropriation	12-22/12-24	RDTC Funds must be obligated by December 31, 2024 and spent by December 31, 2026. LTDA funding allocated 3-23	The City received grant funding of \$580,000 for this project for major renovations to the LHS Campus. The LTDA allocated \$50,000 for this project as well. The final cost estimates to be determined. Preliminary estimates recommended \$794,700 for the auditorium and \$1,088,300 for the gymnasium for a total cost of \$1,883,000.	580,000.00			50,000.00		630,000.00
Lenoir High School Campus (Band Building)	State Allocated Funds/LTDA Appropriation	2023/2024	Funds appropriated by the General Assembly. Deadline for spending funds is 3-1-24.	The City received \$1,000,000 in state allocated funding for this project for major renovations to the Band Building at the LHS Campus. Final cost estimates to be determined.			1,000,000.00		1,000,000.00	2,000,000.00
Lead Service Line ID and Replacement	NC Division of Water Infrastructure	TBD	500,000 loan approved	The City submitted a Lead Service Line Identification and Replacement Grant application with the NC Division of Water Infrastructure for Assistance for Lead Service Line Identification and Replacement for the project in order to develop a comprehensive Lead Service Line Inventory and to construct, plan or conduct a study of the needs in the community regarding lead service line replacements. The grant will provide funding up to \$500,000 and no match is required by the City. This application will also assist in meeting new EPA requirements regarding lead service line replacements. The City was approved for a 0% interest loan not a grant for \$500,000.	500,000.00					500,000.00
Lenoir Fire Sinkhole	ARPA Funds/OSBM	ARPA - 3-21/ Encumbered by 12-24, Spent by 12-26 OSBM - 10-23 start	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026. OSBM - Funds appropriated by the General Assembly. The funds must be spent by 10-2025.	The City received \$500,000 in state allocated funding for the Lenoir Fire Dept Building Stabilization that will be used for the repair of the sinkhole at Fire Station 1. ARPA will cover \$82,343.15 of the project. Engineering plans have been completed to repair the sinkhole. The City has \$1,082,343.15 in hand and is pursuing a \$250,000 Golden Leaf grant.		1,767,656.85	1,082,343.15		237,000.00	3,087,000.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
Project Funding Approved - 95% - 100% Completed										
AMM - MeterSys	US Bank Loan	2019/Anticipated 2024	First Payment October, 2019 - last payment April 2029 (10 year loan) Interest Rate 2.925%	The Metersys Capital Project utilized loan funds for the implementation of the advanced metering system. The funding for this project was from a loan from US Bancorp. An estimated 10,000+ meters were replaced.	4,400,000.00					4,400,000.00
Automated Garbage Truck	ARP Funds	3-21/Encumbered by 12-24, Spent by 12-26	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026.	Purchased one automated garbage truck to assist with the continued conversion to automated garbage pick-up as this can be utilized to replace aging equipment. Truck has been received and is in operation. Purchased a rear loader and a pcc mac from operational budget.		320,584.00	285,000.00			605,584.00
Biosolids	DWI	11-19/3-23	First payment - Nov, 2021 - last payment May, 2041 (20 year loan) - Interest Rate - 1.53%	The City of Lenoir received State Revolving Funds through the Division of Water Infrastructure (DWI) to design and construct a new biosolids facility for the purpose of handling and disposing of the biosolids generated from the sludge at the Lower Creek WWTP, Gunpowder Creek WWTP, and the Bernhard Water Treatment Plant. Other related improvements were made to the plant facilities. The total loan amount (at 1.53% interest) was approved for \$6,995,000.00 which includes the dryer purchase, construction cost, all engineering and professional services and the 4.5% contingency. The final loan amount was 6,781,931.39. The project was completed 6-23.	6,781,931.39				139,900.00	6,921,831.39
City Hall Improvements	State Allocated Funds	4-1-22/4-1-24	Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24.	Grant for City Hall Building Improvements by installing energy efficient windows and repairing the stucco and painting the outside of the building. Completed 1/24			200,000.00			200,000.00
Crossroads Sewer Project	NCDEQ	2020/2024	First Payment Nov., 2023 - Last Payment Nov., 2042 (20 year loan) Interest Rate 1.13%	Funding from NC Division of Water Infrastructure SRF loan is being used to fund 3,800 feet of sewer line replacement and rehabilitation from the manhole behind Mayflower Seafood Restaurant to the golf course. The project eliminates sewer lines going under the Smiths Crossroads Intersection as well as a section at Wilkesboro Blvd and Lower Creek Drive. The project is complete.	2,530,000.00	50,600.00				2,580,600.00
Downtown/Campus Master Plan	ARP Funds	3-21/Encumbered by 12-24, Spent by 12-26	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026	Funding will be used for the develop master plans for the historic Campus at Lenoir High School, and Downtown Lenoir. This was adopted 2-24			160,000.00			160,000.00
EV Charging Station	VW Settlement/DEQ	Awarded 9-22	North Carolina DEQ will rebate up to \$5,000 per port with a maximum of \$10,000	This funding is for installation of fast charge EV stations for electric vehicles	10,000.00					10,000.00
Fire Truck/Rescue Pumper	State Allocated Funds	State Allocation 2022/Encumbered by 12-24, Spent by 12-26, ARPA Allocation-3/2021	Office of State Budget and Management is administering the grant. Funds were appropriated in the General Assembly. (S.L. 2022-74), \$500,000, ARPA Revenue Replacement option \$200,000 - funds must be obligated by December 31, 2024 and spent by December 31, 2026	Purchase a Fire Truck/Rescue apparatus to enhance the service capabilities and service delivery to the City's citizens. The new truck will have pumping capabilities to suppress fires as well as haul rescue equipment and will replace the 2004 Rescue Truck that has no pumping capabilities. This truck was delivered 8/23.			700,000.00			700,000.00
Greenway Culvert - Former Red Roof	ARP FUNDS	Complete	ARPA Funding	The culvert located on the Greenway near the former Red Roof Inn is being evaluated to determine the best alternative for repair. It is anticipated that this will be funded from ARP Funds. Complete 2023			62,000.00			62,000.00
Lenoir High School Campus	National Historic Trust	9-22/9-23 - Complete	Awarded 9-22 - 1 year to spend funds	The grant from the National Historic Trust will fund a Economic Feasibility and Reuse Study for The Campus	5,000.00					5,000.00
Lenoir High School Campus	Marion Covington Grant	Awarded 5-22 - Complete	Quarterly reporting requirements until completion	The grant covers architectural CAD technical drawings need to be developed by a qualified firm. These plans will facilitate the development of an overall site master plan, strengthen grant funding applications, and position the project for potential public-private-partnerships and future investment.	18,500.00					18,500.00
Mack Cook Stadium Lights	State Allocated Funds/Donations	2022/Complete 2023	Funding from the General Assembly. Deadline for spending funds is 4-1-24. Donations have been received.	A grant and donations funded the Mack Cook Stadium Lighting @ The Campus. The total cost of the project is \$213,522. Funding was received as follows: State Capital and Infrastructure Fund (SCIF) Grant \$100,000, Blue Ridge Energy donation of \$8,522, Lenoir Tourism Development Authority appropriation of \$25,000 and other Private Donations amounting to \$80,000.			100,000.00	25,000.00	88,522.00	213,522.00
Smith Crossroads - Signage	LTDA	2021/Complete	LTDA Allocation and ARP funding of \$291,500	The LTDA allocated funding for a back-lit decorative gateway sign incorporating the City's logo/brand and tagline "CREATE WITTUS" and will be installed at Smith Crossroads. The project is currently awaiting NCDOT permitting. New estimated cost to complete construction is 382,325. Completed 2023			291,500.00	215,000.00		506,500.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
TI1 Broyhill Walking Park - Lake Dredging	Broyhill Family Foundation	2022/2023 - Complete	Foundation donation	The City initially received \$100,000 in funding from the Broyhill Family Foundation to dredge the lake at the TI1 Broyhill Walking Park. Estimates increased to \$200,000 to complete. The foundation funded the additional \$100,000.	200,000.00					200,000.00
Subtotal					13,945,431.39	371,184.00	1,798,500.00	240,000.00	228,422.00	16,583,537.39
Project Funding Approved - Underway										
AIA SEWER	DEQ	Awarded 2/21/23	Begin 8-21-23/End 8-21-25	This grant would pay for a detailed inventory and assessment of the entire sewer system.	200,000.00					200,000.00
AIA WATER	DEQ	Awarded 2/21/23	Begin 8-21-23/End 8-21-25	This grant would pay for a detailed inventory and assessment of the entire water system.	200,000.00					200,000.00
Brownfield Assessment Grant - #2	United States Environmental Protection Agency	7-22/9-26	\$500,000 in grant funding for grant period of July 1, 2022 to September 30, 2026	The City was awarded a second EPA Brownfield assessment grant in the amount of \$500,000.00 to complete the work at the old Broyhill site and several other sites in Lenoir including the former American and Effrid location, Steele Cotton Mill and the LHS Campus.	500,000.00					500,000.00
Clock Tower	Donation	In progress	Donor is working on designs with staff	The funds will cover a sculpture to hold the historic clock on the square. This project will be funded by a private donation of \$60,000, tile sales of \$13,725 and city in-kind contribution of \$8,300.		8,300.00			73,725.00	82,025.00
Cyber Security and Software	ARP Funds	3-2021/2024	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026	Funding to be used to improve the current IT infrastructure to address cyber security changes and upgrade the financial software system. Infrastructure upgrades are underway and the software upgrade is anticipated to begin Fall 2023.			40,950.00			40,950.00
Farmers Market	State Allocated Funds/LTDA Appropriation	4-1-22/4-1-24	State Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24. LTDA funding allocated 2-23	The City received a state grant for a OVT Farmer's Market Pavilion adjacent to the Campus in the amount of \$450,000. The LTDA allocated \$50,000 for this project as well. The City purchased the property for \$70,000.			450,000.00	50,000.00		500,000.00
Greenway Expansion	State Allocated Funds	4-1-22/4-1-24	Funds were appropriated in the General Assembly. Deadline for spending funds is 4-1-24	The funds will be utilized to expand the City's greenway network with the goal of having a connected network of greenway trails and multiuse paths. The funding for this allocation will be used to expand the greenway by joining greenway sections across the City as well as connectivity to the Over Mountain Victory Trail.			750,000.00			750,000.00
Hospital Avenue Sidewalk	NC DOT	6-17/TBD	\$800,000 Federal Highway Administration Funds and \$200,000 of local funds already appropriated. NEW COST 2,050,000. ANTICIPATE 1,640,000 FUNDING AND TOTAL MATCH OF 410,000. THE ORIGINAL 200,000 HAS ALREADY BEEN PAID AND \$10,000 WILL NEED TO COME FROM LOCAL FUNDS AND \$200,000	The Hospital Avenue Sidewalk Project was funded by a grant and local funds to engineer, design, acquire rights-of-way, relocate utilities, and construct sidewalks on Hospital Avenue. This project is ongoing. Cost estimated have increased and additional grant funding is being applied for currently. Originally the city received \$800,000 (with a 20% local match of \$200,000) in Transportation Alternative funding from the North Carolina Department of Transportation to assist in the construction of sidewalks along Hospital Avenue. The original estimate for this project in the State Transportation Improvement Program is seven years old and short of the current construction estimate of \$ 2,050,000. The city applied for the supplemental LAPP funds for a total of \$1,640,000 funding for the construction of this project. The City will need an additional \$210,000 match - \$10,000 in local funding and \$200,000 in ARPA funding.	1,640,000.00	210,000.00	200,000.00			2,050,000.00
OVNHT Greenway Link	RTP Grant	12-20/TBD	Spring 2020 Recreational Trail Program Grant of \$250,000 with \$62,500 city match	The City of Lenoir received a \$250,000 Recreational Trails Program grant to design and build three street crossings along the Overmountain Victory National Historic Trail (OVNHT) that runs through downtown. The total project cost to design and build the crossings is \$312,500. The grant is \$250,000 and the City is matching the grant with \$62,500 in local, in-kind contributions.	250,000.00	62,500.00				312,500.00
Stormwater Mapping	Local Funds	3/1/2023/12/31/2025	City contracted with the WPCOG to pay \$183,044.00 during the period beginning March 1, 2023, and ending December 31, 2025. Billing will begin July 1, 2023, and recur on a monthly basis of \$6,101.46	In order to renew the NPDES permit by June 2026, the City will be required to provide a map of the entire stormwater system. The City's MS4 is partially mapped (approximately 20%), and there was no additional mapping of MS4 infrastructure this year. It is likely that the Lenoir area will be audited for permit compliance prior to the renewal of the permit, so the WPCOG has recommended that the majority of the MS4 should be mapped by June 2025. It is anticipated that this will be funded from the General Fund Operating Budget over the next three years.		183,044.00				183,044.00
The Campus Improvements	CDBG	Ongoing	CDBG Allocation	Funding from CDBG has been used for phased improvements to the auditorium in the Historic Lenoir High School. Funds are currently being used for Roof Replacements.				575,000.00		575,000.00
Wayfinding Signs	NC Commerce Tourism Grant/ARC	2023 GRANT TBD, LTDA funding allocated 2-23		Grant funding for a wayfinding system to provide information regarding attractions, municipal amenities and local businesses. Signs will encourage travelers on 321 to visit downtown, the LHS Theater Auditorium and Recreational Fields, Mountain Bike Trails, OVT Trails, Greenway, MLK and Aquatic Center - to name just a few. LTDA allocated \$50,000 on 2-23	250,000.00		291,500.00	50,000.00		591,500.00
Subtotal					3,040,000.00	461,844.00	1,732,450.00	675,000.00	73,725.00	5,985,019.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
Project Funding - Approved But Not Started Or in the Planning Phase										
Aquatics Center (LAFC/Rotary Soccer Complex)	PARTI Grant/ARP Match	11-22/10-25	Grant for \$500,000 and City match using ARPA funds of \$590,375. Grant period November 1, 2022 to October 21, 2025	This grant will fund much needed upgrades and renovations at the LAFC and the Rotary Soccer complex. Some of the updates include a splash pad at the Rotary Soccer Complex, a complete renovation of the locker rooms, new flooring throughout the building, including the pool deck, new LED lighting, and a new deckron system to reduce the moisture inside the building. There are also plans to build a picnic shelter and some playground equipment at the Rotary Soccer complex.	500,000.00		590,375.00			1,090,375.00
Community Garden Teaching/Learn Pavilion	OSBM		23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2024	The City received \$125,000 in state allocated funding for this project for constructions of a Community Garden Teaching/Learn Pavilion partnership with Appalachian State University.		125,000.00			125,000.00
Comp Plan	City Funding	TBD		Funding from Operating funds	Funding will need to allocated for a Comprehensive Plan Consultant to assist planning staff with revising the development in Lenoir over the next 20 years. Estimated cost of \$125,000.	125,000.00				125,000.00
Downtown Signalization Improvements - Two Way Streets	OSBM		23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2024	The City received \$300,000 in state allocated funding for this project for Downtown Signalization Improvements and two-way streets in the downtown area.		300,000.00		1,170,000.00	1,470,000.00
Downtown Veterans Memorial Plaza Improvements	OSBM		23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2024	The City received \$200,000 in state allocated funding for this project for improvements to the Downtown Veterans Memorial Plaza Improvements. Final cost estimates to be determined.		200,000.00			200,000.00
Finley Avenue Area Water Project	State Allocated Funds	2022/2024		Allocation of nonrecurring funds appropriated for the 2022-2023 fiscal year from the Clean Water and Drinking Water Reserve. Funds must be obligated by December 31, 2024 and spent by December 31, 2026 (S.L. 2022-74)	This project was identified and placed in the CIP several years ago. It will improve the low pressure concerns in the area around the Finley water tank through system improvements that create a medium pressure zone in the specified area. Preliminary engineering has been completed and the report was used for a funding application that was submitted to the State Revolving Loan Fund in the fall of 2020. The first application was declined. The applications was resubmitted after making several changes to the scope of the project. The project was not funded by the State Revolving Loan Fund. The project was approved for funding utilizing APR funds allocated at the state level in 2022. The engineering and design phases are underway and the bidding process is expected to begin Fall of 2023.		6,300,000.00			6,300,000.00
Fire Hoses and Equipment Replacement	Firehouse Subs Public Safety Foundation		24-Jan	Cost Reimbursement	The City received a Firehouse Subs Public Safety Foundation Grant in the amount of \$26,698.62 for new fire hoses and equipment.	26,698.62				26,698.62
Greenway LAPP Project	Surface Transportation Program Direct APIPT Fund			Funding for Connection Project Segments 1 through 5 in the amount of \$2,167,750 and the City committed up to \$433,550 as a cash match for the selected Lenoir Greenway Extension	Park Connection Project proposes the addition of five (5) greenway segments that will provide connectivity to existing and future greenway segments and segments currently under construction. The total proposed segments have a length of 7.225 miles or approximately 1.37 miles. The proposed greenway segments run parallel to existing right of ways and crosses through sections of private property.	1,734,400.00	433,600.00			2,168,000.00
Gym at the Campus at Historic LHS	OSBM		23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2024	The City received \$1,000,000 in state allocated funding for this project for improvements to the gym at The Campus at Historic LHS.		1,000,000.00			1,000,000.00
Lenoir High School Campus (Auditorium/Gymnasium)	Rural Downtown Transformation Grant/LTDA Appropriation	12-22/12-24		RDTG Funds must be obligated by December 31, 2024 and spent by December 31, 2026. LTDA funding allocated 4-2-23	The City received grant funding of \$580,000 for this project for major renovations to the LHS Campus. The LTDA allocated \$50,000 for this project as well. The final cost estimates to be determined. Preliminary estimates recommend \$794,700 for the auditorium and \$1,088,300 for the gymnasium for a total cost of \$1,883,000.	580,000.00		50,000.00		630,000.00
Lenoir High School Campus (Band Building)	State Allocated Funds/LTDA Appropriation	2023/2024		Funds appropriated by the General Assembly. Deadline for spending funds is 4-1-24	The City received \$1,000,000 in state allocated funding for this project for major renovations to the Band Building at the LHS Campus. Final cost estimates to be determined.		1,000,000.00		1,000,000.00	2,000,000.00
Lead Service Line ID and Replacement	NC Division of Water Infrastructure	TBD		\$500,000 loan approved	The City submitted a Lead Service Line Identification and Replacement Grant application with the NC Division of Water Infrastructure for Assistance for Lead Service Line Identification and Replacement for the project in order to develop a comprehensive Lead Service Line Inventory and to construct, plan or conduct a study of the needs in the community regarding lead service line replacements. The grant will provide funding up to \$500,000 and no match is required by the City. This application will also assist in meeting new EPA requirements regarding lead service line replacements. The City was approved for a 0% interest loan not a grant for \$500,000.	500,000.00				500,000.00
Lenoir Fire Sinkhole	ARPA Funds/OSBM	ARPA - 3-21/ Encumbered by 12-24, Spent by 12-26 OSBM - 10-23 start		ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026 OSBM - Funds appropriated by the General Assembly. The funds must be spent by 10-2025	The City received \$500,000 in state allocated funding for the Lenoir Fire Dept Building Stabilization that will be used for the repair of the sinkhole at Fire Station 1. ARPA will cover \$82,343.15 of the project. Engineering plans have been completed to repair the sinkhole. The City has \$1,082,343 in hand, and is pursuing a \$250,000 Golden Leaf grant.	1,767,656.85	1,082,343.15		237,000.00	3,087,000.00

City of Lenoir - Projects										
Project	Funding Source	START/END DATE	TERMS	Description	Grant/ Loan Amount	City Match	ARPA/SCIF	LTDA/CDBG	Other	Total Cost
MJK Center Improvements	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025	The City received \$300,000 in state allocated funding for this project for improvements to the MJK Center.			300,000.00			300,000.00
N.C. Forest Service Urban and Community Forestry Financial Assistance Award - Tree Canopy Cover Assessment	NC Forest Service			The City of Lenoir received a grant from the NC Forest Service to complete a basic analysis tree canopy cover assessment of the City. The work will be completed by the urban forestry consulting firm PlantT Geo using a contract in place with the North Carolina Urban Forest Council. The current estimated cost to complete the work is \$8,432.00 and the City's financial obligation to complete the work is \$4,216.00 - 50% of the total cost.	4,216.00	4,216.00				8,432.00
Parks and Recreation Master Plan	ARP Funds	3-21/Encumbered by 12-24, Spent by 12-26	ARPA Revenue Replacement option - funds must be obligated by December 31, 2024 and spent by December 31, 2026	ARPA funding will be allocated for a Parks and Recreation Master Plan to assist staff with CIP development and planning over the next 20 years. Estimated cost of \$50,000.			50,000.00			50,000.00
Stormwater Planning Grant	DEQ/Stormwater Planning Grant (LASII) -North Carolina Department of Environmental Quality utilizing American Rescue Plan funding	Approved 7-18-23 must be spent by 12-26	ARPA funding - funds must be obligated by December 31, 2024 and spent by December 31, 2026	The City of Lenoir applied for a Stormwater Planning grant in the amount of \$400,000. The City of Lenoir has identified three top stormwater system priorities to address that will further position the City to better manage and plan for the operations of the city-wide stormwater system. The priorities and associated strategies were developed by the City staff and consultants from Freeze & Nichols, Inc. The City was awarded 248,640 in funding from the North Carolina Department of Environmental Quality utilizing American Rescue Plan funding.	248,640.00					248,640.00
Water Interconnection Project	OSBM	23-Oct	Funds appropriated by the General Assembly. The funds must be spent by 10-2025	The water distribution system analysis identified a possible interconnection of the Lenoir water system with a neighboring utility in the region. A more detailed engineering review of this project is being finalized. This will generally include the construction of approximately 4 miles of 24-inch diameter water transmission main between the Town of Valdese's Water System and City of Lenoir's Water System, including a Lake Rhodius water main crossing, a water pump station with standby generator, valves, hydrants, master meter, water main connections, and all related appurtenances. The City received a direct appropriation of \$17,000,000 (less loan fees) through the NC General Assembly in the 23-24 state budget to fund the undertaking of this project.			17,000,000.00			17,000,000.00
Subtotal					3,593,954.62	1,896,872.85	28,381,318.15	50,000.00	2,407,000.00	36,129,145.62
Funding Opportunities - Application Submitted										
Arrowood Bridge Replacement	FEMA BRIC	TBD	TBD	The Public Works Director worked with consultant, Matern and Craig, to develop a FEMA grant application for replacement of the Arrowood Street Bridge. The application process began in November, 2021, with intermediate submission deadlines in November, December, and a final submission deadline in January, 2022. The application includes a funding request for \$525,000 (70%), and notice of award, if successful, should occur in July, 2022. The Grant was not funded but was resubmitted Fall of 2022.					834,000.00	834,000.00
Sewer Outfall Upgrade	FEMA BRIC	TBD	TBD	FEMA made available a grant opportunity for funding projects that improve or mitigate infrastructure that is located in flood hazard areas. The Utilities Department, working with the Western Piedmont COG, identified a potential project and submitted a grant application for 75% funding with a 25% local match. The project would involve the construction of an equalization basin to equalize the flow during severe rain events and a new septic tank receiving station at the Lower Creek Wastewater Treatment Facility. In addition, funds have been requested to replace the sewer line that follows Zack's Fork Creek from Pennell Street to the soccer complex on Zack's Fork Rd. The total project cost is The City of Lenoir is dedicated to contribute 25% of the overall cost, amounting \$2,400,000.00, as matching funds from the Enterprise Fund for this \$9,600,000 project. The sewer line replacement is currently in the Utilities Department CIP. The equalization basin is part of a larger renovation project for Lower Creek also identified in the current CIP. The Grant was not funded but was resubmitted Spring of 2024.	7,200,000.00	2,400,000.00				9,600,000.00
Subtotal					7,200,000.00	2,400,000.00	-	-	834,000.00	10,434,000.00
Pending Projects										
Wayfinding Signs Phase #3	LTDA	TBD	TBD	Funding for four entry signs at the City Limit entrances. Each sign should be approximately \$15,000. Funding will be requested from the LTDA.				100,000.00	750,000.00	850,000.00
Water Project - Hwy 18	TBD	TBD	TBD	Fund water line upgrade to improve the water pressure on Morganton Blvd (HWY 18) and the review area. The total project cost is estimated to be approximately \$2.6 million.					2,600,000.00	2,600,000.00
Whitell Water Transmission Main Replacement - Phase #1	Infrastructure Funds or SRF Fundline - TBD	TBD	TBD	This project was identified in the water distribution system analysis as a top priority project. It would replace the existing 20-inch line from the water plant to Sawmills with a 24-inch line.					5,406,000.00	5,406,000.00
Subtotal								100,000.00	8,756,000.00	8,856,000.00
Grant Total					27,779,386.01	5,131,900.85	31,912,268.15	1,065,000.00	12,299,147.00	78,187,702.01

Director of Special Projects and Grants

General Statement of Duties

The Director of Special Projects and Grants under general direction of the City Manager, works to oversee city-wide special projects and grants management. The Director of Special Projects and Grants operates in a constantly evolving environment and completes a variety of high-level tasks that directly impact City operations, require collaboration across diverse internal and external stakeholders, and may be highly sensitive and confidential in nature.

Distinguishing Features of the Class

The position supports the City Manager and Department Directors by conducting and managing complex projects and providing project planning and management oversight. This position serves as a liaison to the City Manager, Department Directors, outside agencies and the general public. The employee performs difficult, diverse, and confidential duties which require initiative, independent judgment, and considerable working knowledge of operations and programs. This position performs requires a higher level of project management skills and will typically be assigned projects that are larger in scope; have a higher degree of technical complexity; and/or have a high degree of visibility where public relations and public perception are considered to be of critical importance. Responsibilities may also include implementation of programs, processes, policies and/or procedures to successfully achieve the City's objectives, mission, strategic plan, and anticipated outcomes. Effectively completing these assignments requires a strong degree of discretion, good judgment, and tact. Assignments cross all areas of City government operations. Contacts are broad at the local, state, and federal level to include City department leadership and program staff, elected officials, other public and private officials and regulatory agencies, and the public. Under general direction of the City Manager, the Director of Special Projects and Grants performs highly responsible and complex professional, administrative, analytical and operational work. This position will work with content area experts to identify, plan, and evaluate grant opportunities. The Director of Special Projects and Grants must assume responsibility for completion of assigned objectives and outcome-oriented functions and is accountable to the City Manager for expected quality of work without direct daily oversight and supervision. Priorities may change without warning and the Director of Special Projects and Grants must be able to adapt quickly and work effectively in rapidly evolving situations.

Duties and Responsibilities

Essential Duties and Tasks

- Plan, coordinate, conduct, and supervise multiple complex and sensitive operational, management, and administrative management analyses, studies, projects, and research across departments and with external partners, including those involving City-wide services and issues.
- Coordinates and leads the activities of the city-wide grant program that supports operating programs, capital improvement projects, and other grant-eligible programs for the City.
- As directed by the City Manager, may implement programs, processes, policies and/or procedures to successfully achieve objectives of the City Manager and the City's mission, strategic plan, and outcomes.
- Complete a variety of operational support tasks such as developing and managing select contracts and agreements; preparing financial estimates or projecting and monitoring of revenues and expenditures for select projects and preparing reports, agenda items, presentations, and other documentation as they relate to projects and attends Council meetings to present requests and provide information.
- Assists in preparing Requests for Proposal (RFP) and Requests for Quote (RFQ) for services.
- Participates in bid evaluation and selection and contract negotiations. Prepares technical specifications and requirements; reviews bids and quotes; makes recommendations regarding selection of vendors and awarding of contracts; and monitors vendor performance and contract fulfillment.

- Manages projects during design and implementation phases: prioritizes schedule; allocates resources; works with vendors and project team members to resolve problems and initiate solutions.
- Ensure projects, action items, and other work are completed on time, achieve established objectives, and are of desired quality while keeping the City Manager and Department Directors updated on work progress and concerns.
- Applies engineering principles to define problems, collect data, establish facts, and draw valid conclusions.
- Facilitate co-created resolutions to difficult issues that impede progress on and quality of assigned projects.
- Administers budgets of assigned projects: coordinates with assigned department in planning and cost estimating; prepares cost estimates for budget planning; monitors and controls expenditures for approved projects; tracks expenditures and pay requests; processes purchase orders and invoices; and maintains related documentation. In partnership with the Finance Director, manages and oversees project budgets and reviews and approves reimbursements and payments.
- Manages tasks and projects relating to the asset management program and continuous improvement including developing asset management plans, developing new workflows and tools, and evaluating strategies and new approaches. Assists with asset management roadmap planning, gap analysis, business process design, data requirements, and performance metric development. Partners with departments to identify and prioritize project needs and identify content experts and evaluates City facilities for recommendation and prioritization for the CIP.
- Must understand and be able to work with Construction Manager at Risk and/or Design-Build delivery methods.
- Must understand technical design calculations associated with land development projects (i.e., storm drainage hydraulic sizing, water distribution modeling, sanitary sewer collection systems, erosion control measures, etc.).
- Ability to review preliminary engineering evaluations, including quantity take-offs and opinions of probable construction cost.
- Understand and ability to evaluate various field testing (i.e. water pressure testing, gravity sewer low pressure testing, etc.).
- Works with engineer and contractors to insure all permits are obtained for each project.
- Helps determines project scope, strategy, goals, budget and deliverables for new special projects.
- Identifies and manages critical tasks including setting and meeting interim project goals; setting and managing project contingency; and performing change control and all other associated project management efforts needed to ensure compliance with the project schedule and budget.
- Receives, reviews, prepares, completes, processes, forwards or retains, as appropriate, various forms, reports, correspondence, invoices, pay applications, contracts, change orders, budget documentation, project work plans, project implementation schedule, policies, procedures, budget evaluations, and other documentation necessary for project management.
- Inspect all deliveries, ensuring the materials are in the right quantity and quality and are properly placed at the job site.
- Monitor the quality of all workmanship in detail. Stop work when necessary and provide guidance to independent contractors as needed.
- Serves as liaison between the city and outside funding agencies and groups.
- Conducts project progress meetings and manages and monitors work quality and contract compliance.
- Ensures all project's activities and programs comply with applicable local, state, and federal laws.
- Track and report on the statuses of projects, pending items, City Council requests, and inquiries and service requests, as well as the impacts of completed work on our organization, our community, and/or our residents.
- Monitors all phases of grant awards and closing, including assessment of technical progress and performance.

- Monitors government and private funding sources for opportunities that may impact the City and keeps others informed.
- Researches and consults on grant programs, plans and proposals; provides timely advice and information on opportunities, requirements, and procedures and evaluated grant opportunities.
- Develop and present project related memos, reports, and presentations to the City Manager, City Council, department directors, internal and external stakeholders, and the public.
- Performs other duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Knowledge of:

- Principles, practices and techniques of public administration and local government administration.
- Principles, practices, and techniques of management, evaluation, and policy analysis; research methods; strategic planning; and project management.
- Pertinent federal, state, and local laws, codes, and regulations.
- Sources of information related to a broad range of local government programs, services and projects.
- Principles and practices of sound business communication, writing, and presentations.
- Management, evaluation, and policy analysis; research methods; strategic planning; and project management.
- Quantitative and qualitative data collection, analysis, and synthesis and appropriate research and statistical techniques.
- Using logic, reasoning, and critical thinking to solve problems; identifying the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems; and making effective decisions.
- Preparing budgets, financial, and operational plans and projections and monitoring performance.
- Communicating and presenting complex information, ideas, and recommendation orally and in writing to diverse audiences in a variety of private and public settings.
- Solid knowledge of grant reporting, including Uniform Guidance and other federal compliance requirements
- Knowledge of various grant programs available to local governments
- Excellent organization skills

Ability to:

- Plan, organize, and carry out a full range of non-routine and complex administrative and analytical assignments from the City Manager with minimal supervision and direction.
- Conduct management, evaluation, and policy analysis; research projects; strategic planning activities; and project management.
- Conduct difficult and complex analysis and research on a variety of administrative and operational topics, identify and recommend alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Present technical information clearly and concisely at a level appropriate to the target audience.
- Ability to read blueprints, plans and structural drawings.
- Develop and lead diverse teams to accomplish assigned tasks, including ability to break large projects into smaller assignments and delegate those assignments to appropriate individuals throughout the organization.
- Understand, interpret, explain and apply applicable federal, state and local policies, laws, and regulations.

- Establish priorities and manage own time.
- Work on multiple, concurrent projects with strict deadlines and with frequent interruptions and rapidly changing priorities.
- Exercise sound independent judgment and maintain confidentiality of critical and sensitive information, records, and reports.
- Develop and maintain cooperative and professional relationships with employees, citizens, community and private organizations, elected officials, boards and commissions. Must be able to handle all interactions with poise, tact and diplomacy.
- Facilitate discussions among relevant parties to reach consensus on recommendations and approaches.
- Use, with advanced proficiency, all modules of Microsoft Office (Word, Outlook, Excel, PowerPoint, etc.).

Desirable Education and Experience

- Bachelor's Degree in a related field or a combination of education and experience that would provide the necessary knowledge, skills, and competencies to perform the essential duties and tasks of this position or a related field and five years of experience in local government working across departments to manage high-profile cross-functional projects. An in-depth understanding of building trades is required. The right candidate will have 5 years of project management and construction experience in public owned commercial construction

Working Conditions

- Work is performed primarily in an environmentally controlled environment without exposure to harmful chemicals, personal danger, or other workplace hazards; however, a significant portion of time can be performed in an outside environment where the employee is exposed to adverse environmental conditions such as hot and cold temperatures. Work environment involves normal, everyday discomforts or unpleasantness. Work area has adequate light, heat, and ventilation; environment is organized and stable. Work presents no significant hazards to employees. Must be able to ascend and descend ladders, stairs, and work in confined spaces and in proximity to loud equipment. Employee must be able to wear required personal protective equipment while at work and have the ability to lift and carry 25 lbs regularly and 50 lbs occasionally

Special Requirement

- Possession of a valid North Carolina driver's license.

Main Street Community Engagement Coordinator

General Statement of Duties

Responsible for downtown promotion, marketing, events planning, volunteer coordination and recruitment, and general administrative assistance to support efforts to improve the appearance, vitality, and of downtown Lenoir business district and programs within the Main Street Department and initiatives sponsored by the Lenoir Business Advisory Board (LBAB) and the Downtown Lenoir Development Alliance, Inc. (DLDA).

Distinguishing Features of the Class

An employee in this class is responsible for assisting the Downtown Development Main Street (DDMS) Director in implementing activities, programs, and efforts that support the downtown development program and strive to engage the various demographics within our community with a variety of programming. Responsibilities include executing events and activities, promoting downtown through multiple advertising/marketing channels, maintaining the organizations online and social media presence, and creating all graphic design/layout content. Work entails a significant amount of contact with business owners, public officials, City of Lenoir employees, and the general public. Public relations activities include representing the organization through live media recordings, presentations to a variety of civic and business groups. Employee assists with the organization's volunteer recruitment and retention. Employee must exercise considerable tact and discretion in dealing with the public. The employee is subject to both indoor and outdoor environmental conditions and requires the ability to stand for long periods of time and the ability to lift objects weighing in excess of 40+ pounds. Ability to carry out moderate lifting (tables, coolers) is necessary. Work involves independent judgment in implementing program events and activities. Work is performed under the general direction of the DDMS Director and is evaluated through meeting reports and results of working with various groups. Energy, self-motivation, effective follow-through, and the ability to work both individually and as a team player are vital.

Duties and Responsibilities

Essential Duties and Tasks

- Aids in the coordination and implementation of the marketing plan and special event promotion for Downtown, including print ads, radio, television, E-newsletter, billboard, social media, public speaking and internet/web-based applications to effectively market downtown within the provided resource.
- Maintain and update the website, email and social media platforms on a daily and weekly schedule.
- Coordinates and facilitates the production of marketing and print materials supporting the Lenoir Main Street program and the DLDA.
- Under the supervision of the DDMS Director, aids in the implementation and facilitation of the planning and logistical aspects of program festivals and events; communicates with other city departments to coordinate needed supplies and support; contacts and organizes location of vendors and entertainment; purchases and places orders for needed equipment, supplies, and food; coordinates advertising and seeks traditional and contemporary outlets to promote events.
- Assists the DDMS Director, who serves as the Executive Director, with the administration and oversight of the DLDA. 501 (c) (3) nonprofit organization.
- Evaluates effectiveness of current events and researches new ideas and enhancements to current program.
- Creates general correspondence, memorandum, reports, schedules, press releases, and other material related to downtown promotions.
- Assist the DDMS Director in managing and staffing all co-sponsored events. Most events take place in the evenings and/or on the weekends.
- Assist with managing the volunteer recruitment, training and retention.
- Makes public presentations to civic and business organizations; works with Downtown Boards and committees to develop ongoing public awareness and educational programs to continuously promote the downtown area; attends county and city events on behalf of the Lenoir Main Street Department.

- Serves as a contact to businesses and property owners within the Downtown Business District to inform these groups of downtown initiatives, activities and events.
- Assists with business and property owners' informational meetings as required.
- Conducts periodic surveys with property owners, stakeholders and/or downtown business owners to determine interests and needs and works with DDMS Director to communicate the responses to the appropriate parties.
- Maintains database of downtown business owners, tenants and properties.
- Monitors the social district and its guidelines.
- Establish and maintain effective working relationships with business and industry representatives, governmental officials, associates, and the general public.
- Attends monthly Main Street Promotions Team and Lenoir Business Advisory Board, DLDA and Lenoir Tourism Development Authority meetings.
- Assists with fund raising activities as required.
- Possesses a positive "do what it takes" attitude to support the Lenoir Main Street Department Program's mission, goals, and objectives
- Performs other related duties as required.

Additional Job Duties

- Responds to requests and represents the DDMS Director as needed and performs related duties as required.
- Ability to work nights/weekends for special events and meetings as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

- Through knowledge of and ability to manage and update Downtown website, E-newsletter, Facebook and a variety of social media platforms. Experience with WordPress, Canvas, Wix, and Hootsuite preferred.
- Knowledge of graphic design/layout and current marketing practices.
- Experience with Adobe Creative Suite is preferred.
- Knowledge of modern office practices, equipment and current software applications.
- General photography and photo editing knowledge.
- Knowledge of effective public relations, event planning and promotions activities to support organizational program initiatives.
- Knowledge of effective practices and methods used in event planning and execution; obtaining sponsorship opportunities for various events
- Knowledge of municipal purchasing policies and procedures.
- Ability to plan and execute logistics of large-scale community events. Ability to organize, multi-task and handle varied assignments in a fast-paced and adaptive environment.
- Ability to establish and maintain effective working relationships with a diverse group of business executives, owners and representatives, public officials at the local and state level, contractors, community leaders and organizations, City department heads and employees, and the general public.
- Ability to communicate effectively, in writing and orally when participating in public presentation.
- Ability to deal tactfully and courteously with the general public.
- Ability to establish and maintain effective working relationships with municipal officials, employees, and the general public and to exhibit a professional demeanor.
- Must have the ability to learn and customize new programs, increasing productivity with the ability to implement a variety of growing technologies and applications.

Physical Requirements

The work requires some physical exertion such as periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing or walking; recurring lifting of moderately heavy items weighing less than 25 pounds and may require occasional lifting of objects weighing in excess of 40 pounds. The work may require specific, but common physical characteristics and abilities such as mobility, dexterity and full range of motion. Employees

may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves, or shield. Must possess the visual acuity to prepare and analyze data, examine and work with maps, charts, and detailed materials, operate a computer, inspect sites, use measuring devices, to figure computations, and to read extensively.

Working Conditions

Work is performed primarily in an environmentally controlled environment without exposure to harmful chemicals, personal danger, or other workplace hazards; however, a significant portion of time can be performed in an outside environment where the employee is exposed to adverse environmental conditions such as hot and cold temperatures.

Desirable Education and Experience

Bachelor's degree from an accredited college or university in public relations, marketing, communication, tourism, hospitality, public administration or a related field, such as social sciences or psychology; Related experiences which will yield the required knowledge, skills, and abilities; or any equivalent combination of education and experience; Demonstrated proficiency with computer software applications, website management, social media management, and graphics design applications is a must; Non-profit experience preferred.

Special Requirement

Possession of a valid North Carolina driver's license.

Lenoir
2.2024

Construction Manager at Risk (CMAR)

The Construction Manager at Risk (CMAR) is a project delivery method in which the owner hires a construction manager (CM) to oversee the project from design to construction close-out and deliver it with a Guaranteed Maximum Price (GMP) provided to the owner prior to the bid stage. Because the CM could be responsible for paying the difference when going over budget, the CM must closely manage the project budget and schedule to stay within the GMP. CMAR is a project delivery method not to be confused with Construction Manager Agency (CMA), which describes a relationship whereas the CM legally represents the client and makes project-specific decisions.

Recent/Current CMAR Project Examples:

City of Hickory - Aviation Museum
 City of Hendersonville - Fire Station #1
 Town of Kernersville - Recreation & Event Center
 Town of Holly Springs - Parks and Recreation Center
 Town of Carrboro - Shell Building
 Town of Fuqua-Varina - Community Center
 City of Wilmington - Skyline Center Upfits
 City of High Point - Parks and Recreation Center Project
 City of Greensboro - War Memorial Baseball Stadium Renovation
 City of Winston-Salem - Truist Ballpark Upgrades
 City of Durham - Public Works Operation Center
 Lincoln County/City of Lincolnton - old Courthouse Redevelopment
 Henderson County - Patton Building Addition (Community College)/VFW Building Renovation
 Cleveland County - Justice Center Campus
 Union County - Barn Project
 Macon County - Franklin High School
 Forsyth County - Central Library
 Watauga County - Community Recreation Center
 App State - Edwin Duncan Renovation/Walker College of Business Addition/Renovation
 Western Carolina University - Moore Building Renovation
 NC School of Science and Math (Morganton) - Western NC Campus Redevelopment

§ 143-128.1. Construction management at risk contracts.

(a) For purposes of this section and G.S. 143-64.31:

- (1) "Construction management services" means services provided by a construction manager, which may include preparation and coordination of bid packages, scheduling, cost control, value engineering, evaluation, preconstruction services, and construction administration.
- (2) "Construction management at risk services" means services provided by a person, corporation, or entity that (i) provides construction management services for a project throughout the preconstruction and construction phases, (ii) who is licensed as a general contractor, and (iii) who guarantees the cost of the project.

(3) "Construction manager at risk" means a person, corporation, or entity that provides construction management at risk services.

(4) "First-tier subcontractor" means a subcontractor who contracts directly with the construction manager at risk.

(b) The construction manager at risk shall be selected in accordance with Article 3D of this Chapter. Design services for a project shall be performed by a licensed architect or engineer. The public owner shall contract directly with the architect or engineer. The public owner shall make a good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities when selecting a construction manager at risk.

(c) The construction manager at risk shall contract directly with the public entity for all construction; shall publicly advertise as prescribed in G.S. 143-129; and shall prequalify and accept bids from first-tier subcontractors for all construction work under this section. The construction manager at risk shall use the prequalification process determined by the public entity in accordance with G.S. 143-135.8, provided that public entity and the construction manager at risk shall jointly develop the assessment tool and criteria for that specific project, which must include the prequalification scoring values and minimum required score for prequalification on that project. The public entity shall require the construction manager at risk to submit its plan for compliance with G.S. 143-128.2 for approval by the public entity prior to soliciting bids for the project's first-tier subcontractors. A construction manager at risk and first-tier subcontractors shall make a good faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. A construction manager at risk may perform a portion of the work only if (i) bidding produces no responsible, responsive bidder for that portion of the work, the lowest responsible, responsive bidder will not execute a contract for the bid portion of the work, or the subcontractor defaults and a prequalified replacement cannot be obtained in a timely manner, and (ii) the public entity approves of the construction manager at risk's performance of the work. All bids shall be opened publicly, and once they are opened, shall be public records under Chapter 132 of the General Statutes. The construction manager at risk shall act as the fiduciary of the public entity in handling and opening bids. The construction manager at risk shall award the contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the cost of construction oversight, time for completion, compliance with G.S. 143-128.2, and other factors deemed appropriate by the public entity and advertised as part of the bid solicitation. The public entity may require the selection of a different first-tier subcontractor for any portion of the work, consistent with this section, provided that the construction manager at risk is compensated for any additional cost incurred.

When contracts are awarded pursuant to this section, the public entity shall provide for a dispute resolution procedure as provided in G.S. 143-128(f1).

(d) The construction manager at risk shall provide a performance and payment bond to the public entity in accordance with the provisions of Article 3 of Chapter 44A of the General Statutes.

(e) Construction management at risk services may be used by the public entity only after the public entity has concluded that construction management at risk services is in the best interest of the project, and the public entity has compared the advantages and disadvantages of using the construction management at risk method for a given project in lieu of the delivery methods identified in G.S. 143-128(a1)(1) through G.S. 143-128(a1)(3). The public entity may not delegate this determination. (2001-496, s. 2; 2013-401, s. 5; 2014-42, s. 2.)



**RESOLUTION TO APPROVE THE CONTRACT WITH FREESE AND NICHOLS TO PRODUCE THE CITY OF
LENOIR COMPREHENSIVE PLAN UPDATE**

WHEREAS, the City Council has determined that the City needs an update to the Comprehensive Plan to guide development decisions for the next 20 years; and

WHEREAS, proposals were requested from firms interested in contracting with the City of Lenoir to assist in the development of a Comprehensive Plan Update; and

WHEREAS, Freese and Nichols has been selected as the firm most qualified to perform the work necessary to produce the Comprehensive Plan Update:

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City Manager for the City of Lenoir is authorized to sign the Contract on behalf of the City with Freese and Nichols.

Adopted this the 26 day of March, 2024

ATTEST:

Shirley Cannon, City Clerk

Joseph L. Gibbons, Mayor

**LENOIR CITY COUNCIL
TUESDAY, APRIL 2, 2024
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: Mayor Pro-Tem David Stevens.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Assistant Fire Chief Kenny Nelson, Main Street & Economic Development Director Brenda Floyd, Police Chief Brent Phelps, Planning Director Hannah Williams, Parks & Recreation Administrative Assistant Julianna Tripician and Communication Director Joshua Harris.

I. CALL TO ORDER

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

CONDOLENCES: B. On behalf of City Council, Mayor Gibbons asked everyone to keep the family of Captain Ronnie Metcalf with the Lexington Fire Department in their thoughts and prayers as he was killed in the line of duty last week. Captain Metcalf worked for the Lexington Fire Department for twenty years.

Also, Mayor Gibbons asked everyone to keep the family of Geraldine (Geri) Bair in their thoughts and prayers as she passed away on March 23. Mrs. Bair was a previous member of the Sister Cities Board and a great volunteer for the City. Mayor Gibbons said she will be missed by the community.

**SPECIAL
RECOGNITION:**

- C. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Police Chief Brent Phelps proclaiming the week of April 14 – 20 as Public Safety Telecommunicators Week throughout the City of Lenoir. Also in attendance was Director of Communications Dustin Eller along with Telecommunicators Bethany Clark and Molly Ford.

Chief Phelps stated they were the “unseen heroes” of public safety as they handle all of the 911 calls that come in, deal with the stress of the situations and interact with the public. He thanked them for the great job they do daily as they connect with the citizens, officers, EMS personnel and others.

SPECIAL

RECOGNITION: D. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Lauren Hart, proclaiming the month of April 2024 as “Fair Housing Month” throughout the City of Lenoir. Ms. Hart stated it was a privilege to accept the proclamation on behalf of the Catawba Valley Association of Realtors and thanked City Council for their continued support.

Mayor Gibbons thanked Ms. Hart for all she does for prospective homebuyers.

SPECIAL

RECOGNITION: E. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Chase Bostain and Jerry Gragg, linemen with Blue Ridge Energies, proclaiming Thursday, April 18, 2024 as “Line Worker Appreciation Day” throughout the City of Lenoir.

Duke Energy was unable to have a representative at the Council meeting.

Mayor Gibbons stated the City appreciates everyone’s service and mentioned his grandfather was one of the first linemen to help with installing power lines in the City of Lenoir years ago.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**III. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 19, 2024 as submitted.
- B. Renewal of Sidewalk Café Permit - Removed from Consent Agenda for discussion. (see below).
- C. Resolution; Water Supply Plan: Approval of a Resolution to adopt the 2023-2028 Water Supply Plan for the City of Lenoir as recommended by City Staff. (A copy of the Resolution and Water Supply Plan is attached to these minutes as information.)
- D. Authorizing Resolution; Bernhardt Transportation, LLC Lease (10-year term): Approval of a Resolution Authorizing the Lease of City Property for a Term of Ten Years to Bernhardt Transportation LLC and approval of the lease upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee to execute same. (A copy of the lease agreement is attached to these minutes as information.)
- E. Engineering Services Contract, Designation by Design: Staff recommends approval of the Engineering Services Contract with Designation by Design for Phase III in the amount of \$113,500 plus 4% of construction cost in order to move forward with implementation of Phase III of the project. Note: Phase III consists of the survey, design, encroachment, bidding and construction administration for the three (3) remaining minor gateway signs located on (US321-1 and NC18-2). (A copy of the contract is hereby attached to these minutes as information.)
- F. Bid Award; WTP Improvements: Staff recommends City Council approve bids received by Freyssinet, Inc., the lowest responsible bidder, to complete concrete and waterproofing repairs for the George L. Bernhardt, Sr., Lake Rhodhiss Water Treatment Plant for the contract cost of \$844,051.50 with the addition of a construction contingency of \$84,405 for a total project budget of \$928,456.50 as recommended. (A copy of the certified bid tab by McGill Associates is hereby incorporated into these minutes as information.)

- F. Proclamation; National Public Safety Telecommunicators Week: Approval of a proclamation proclaiming the week of April 14 through April 20 as “Public Safety Telecommunicators Week” throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)
- G. Proclamation; Fair Housing Month: Approval of a proclamation proclaiming the month of April 2024 as “Fair Housing Month” throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)
- H. Proclamation; National Line Worker Appreciation Day: Approval of a proclamation proclaiming Thursday, April 18, 2024 as “Line Worker Appreciation Day” throughout the City of Lenoir. (A copy of the proclamation is attached to these minutes as information.)

Councilmember Perdue asked to remove Item B. Renewal; Sidewalk Café Permit to discuss number 4 of the submitted conditions. Council was in consensus to remove Item B. from the Consent Agenda as requested by Councilmember Perdue.

First Motion

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to approve items, A, C, D, E, F, G, and H, as listed on the Consent Agenda as submitted and as described above.

- B. Renewal; Sidewalk Café Permit: Approval 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 or 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(3) 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.

Councilmember Perdue recommended item number 4 of the Sidewalk Café Permit, included a copy of the Side Street Pour House’s current certificate of liability insurance which names the City of Lenoir as an additional insured and a certificate holder as part of the verification of their coverage. Councilmember Rogers stated that was the wording the policy had in the past and is currently.

Councilmember Rogers provides the insurance for the Side Street Pour House. Since the Side Street Pour House would have insurance regardless of whether they are granted the Side Walk Café Permit and thus Councilmember Rogers would receive no benefit from the vote, City Attorney Rohr advised that he found no conflict of interest in Councilmember Rogers voting in this item.

2nd Motion

Following a brief discussion and upon a motion by Councilmember Perdue, City Council voted 6 to 0 to approve amending condition number 4 of the Sidewalk Café Permit for Side Street Pour House as described above and as recommended by Councilmember Perdue.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

APRIL

- CALENDAR:** 1. By consensus of the Council, the calendar for the month of April was approved listing various committee meetings and events.

NCLM'S TOWN &

- STATE DINNER:** 2. The North Carolina League of Municipalities Town and State Dinner will be held on Wednesday, April 3 from 5:15 p.m. to 8:30 p.m. at the Warehouse 18 Venues located at 18 2nd Street SE, Hickory, NC.

- CRUISE-IN:** 3. A Cruise-In Event will be held on Saturday, April 6 beginning at 3:00 p.m. in downtown Lenoir.

CITY/COUNTY SERVICES

- COMMITTEE:** 4. The City/County Services Committee will meet on Monday, April 8 at noon at the J.E. Broyhill Civic Center.

ECONOMIC DEVELOPMENT

ADVISORY COMMITTEE:

5. The Economic Development Advisory Committee (EDAC) will host their annual Industry Appreciation & Awards Luncheon on Wednesday, April 10 from 11:30 a.m. – 1:00 p.m. at the J.E. Broyhill Civic Center.

- ABC BOARD:** 6. The ABC Board will meet on Thursday, April 11 at 2:00 p.m.

WPCOG'S ANNUAL

- MEETING:** 7. The Western Piedmont Council of Governments (WPCOG) Annual Meeting will be held on Thursday, April 11 from 6:00 p.m. – 8:00 p.m. at the Hickory Metro Convention Center.

LENOIR BUSINESS

- ADV. BOARD:** 8. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, April 11 at 6:00 p.m. at the Hickory Metro Convention Center.

NCDOT'S SPRING

LITTER SWEEP:

9. The NC Department of Transportation's (NCDOT) annual Spring Litter Sweep campaign begins on Saturday, April 13 through Saturday, April 27.

PARKS & RECREATION

ADV. COMMITTEE:

10. The Parks and Recreation Advisory Committee will meet on Monday, April 15 at 6:00 p.m. at the Lenoir Aquatic & Fitness Center.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****BOARD APPOINTMENT;**

LTDA: A. Mayor Gibbons recommended that Kimberly Edmisten be appointed to serve a term on the Lenoir Tourism Development Authority (LTDA) that will expire June 30, 2027.

Upon a motion by Councilmember Prestwood, City Council voted unanimously to appoint Kimberly Edmisten to serve a term on the LTDA as recommended by Mayor Gibbons.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**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



SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

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

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

Submittal Checklist:

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

Permit Information:

Property Address: 128 Main St. NC PIN: _____

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

Business Name: Side Street Pour House & Grill

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

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

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

Contact Information:

Name of Restaurant Operator: Kevin Eller

Street Address: 2606 Keys Pl

City: Lenoir State: NC Zip: 28645

Phone Number: 828-234-4535

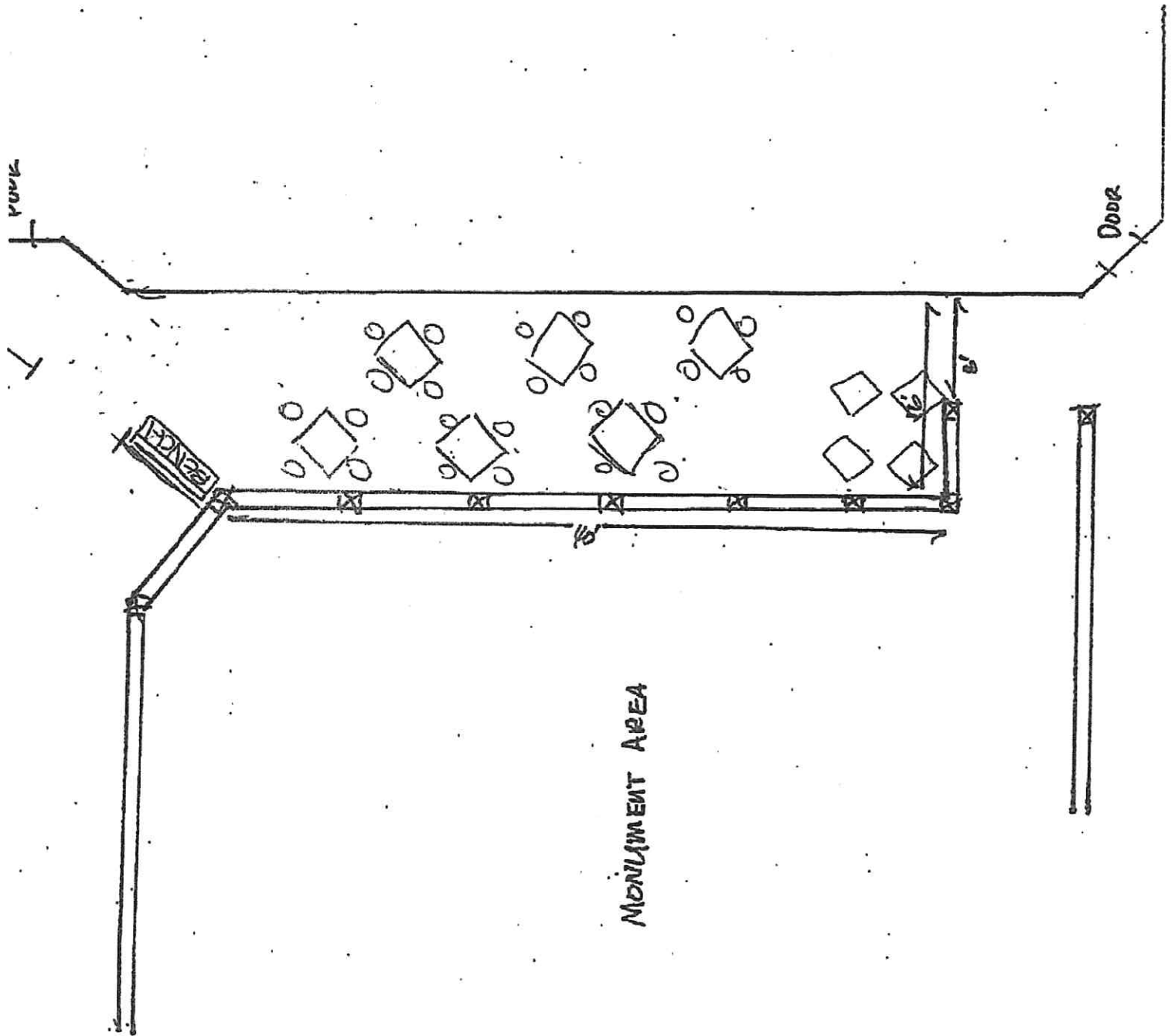
Fax Number: _____

Email: kevin.eller@yahoo.com

Owner's Signature:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Insurance Agency Inc 512 Mulberry Street SW Lenoir NC 28645		CONTACT NAME: Kimmie Rogers PHONE (A/C, No, Ext): 828-758-2364 FAX (A/C, No): 828-758-1736 E-MAIL ADDRESS: kimmie@reliableinsurance.biz	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NN1019289	03/30/2020	03/30/2021	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Restaurant.
Certificate holder is listed as Additional Insured per form CG2026 (4/13).

CERTIFICATE HOLDER		CANCELLATION	
City of Lenoir Po Box 958 Lenoir NC 28645		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Danielle Swade</i>	

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CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**A RESOLUTION BY THE CITY OF LENOIR
APPROVING THE 2023-2028
LENOIR LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Lenoir, Water System NC01-14-010, has been developed and submitted to the Lenoir City Council for approval; and

WHEREAS, the City has been approved to receive funding through Session Law 2023-134, House Bill 259, Section 12.2.(e) to construct a water interconnection between the City of Lenoir and the Town of Valdese to better facilitate redundancy and integrity of the water supply.

WHEREAS, the Lenoir City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Lenoir, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Lenoir City Council of the City of Lenoir, NC, that the Local Water Supply Plan entitled, 2023-2028 Lenoir Local Water Supply Plan, dated April 2, 2024 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Lenoir City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this the 2nd day of April, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



Lenoir

2023 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: Lenoir PWSID: 01-14-010
 Mailing Address: P.O. Box 958 Ownership: Municipality
 Lenoir, NC 28645
 Contact Person: Kevin Matheson Title: Water Treatment Superintendent
 Phone: 828-757-4460 Cell/Mobile: 828-855-7199

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of Lines
Asbestos Cement	6-16	48.00 %
Cast Iron	4-12	30.00 %
Ductile Iron	6-30	9.00 %
Galvanized Iron	1.5-2	4.00 %
Other	2-12	4.00 %
Polyvinyl Chloride	2-12	5.00 %

What are the estimated total miles of distribution system lines? 220 Miles

How many feet of distribution lines were replaced during 2023? 225 Feet

How many feet of new water mains were added during 2023? 0 Feet

How many meters were replaced in 2023? 0

How old are the oldest meters in this system? 3 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 74

What is this system's finished water storage capacity? 13.5000 Million Gallons

Has a water pressure been inadequate in any part of the system since last update? Line breaks that were repaired quickly should not be included. No

Programs

Does this system have a program to work or flush hydrants? Yes, Quarterly

Does this system have a valve exercise program? Yes, Quarterly

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing permit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? No

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How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? No

Currently just underway with approved plan to interconnect with the Town of Valdese. This should be a reality at least by 2029.

2. Water Use Information

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Catawba River (03-1)	100 %	Caldwell	100 %

What was the year-round population served in 2022? 22,288

Has this system acquired another system since last report? Yes

The City of Lenoir has purchased and absorbed the Joycaton Water Works system beginning at the end of December 2022.

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	9,180	1.2630	0	0.0000
Commercial	777	0.3800	0	0.0000
Industrial	60	1.3110	0	0.0000
Institutional	229	0.2970	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.7330 MGD

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract MGD	Contract Expiration	Rescuing	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Baton WC	01-14-025	0.5462	365	0.6000	2033	No	Yes	6	Regular
Caldwell County	01-14-045	0.6001	365	0.7620	2024	Yes	Yes	12	Regular
Caldwell County	01-14-047	0.6084	365	0.6835	2024	Yes	Yes	12	Regular
Caldwell County	01-14-048	0.0424	365	0.0545	2024	Yes	Yes	8	Regular
Sawmills	01-14-040	0.2550	365	0.3250	2032	Yes	Yes	6	Regular

Contracts with Baton Water and Sawmills do not renew automatically but require approval again prior to the expiration date. The City of Lenoir would be open to negotiation and consideration of renewing the sales agreements for both entities at the time of the agreement expirations.

According to Kevin Matheson, Water Treatment Superintendent, our contract with Baton WC is for 0.6000 MGD per day; however, we can sell more to them-- up to 0.7500 MGD per day -- at a higher rate if needed.

3. Water Supply Sources

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	6.3730	7.2410	May	6.4960	8.0270	Sep	6.3970	7.1220
Feb	6.1730	6.8070	Jun	6.7260	7.5840	Oct	6.0710	6.8410
Mar	6.1190	6.4270	Jul	6.8280	7.7150	Nov	5.8450	7.0800
Apr	6.2210	7.0450	Aug	7.3850	8.2970	Dec	5.6380	6.1000

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Stream	Reservoir	Average Daily Withdrawal MGD	Maximum Day Withdrawal (MGD)	Available Raw Water Supply MGD	Qualifier	Usable On-Stream Raw Water Supply Storage (MG)
Catawba	Lake Rhodhiss	6.3580	8.2970	12.0000	C	15,634.0000

* Qualifier C=Contract Amount, \$Y20=20-year Safe Yield, \$Y50=50-year Safe Yield, F=25% of 7Q10 or other instream flow requirement, CIA=Capacity Use Area Permit

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Online	Use Type
Catawba	Lake Rhodhiss	1,090	Yes	Catawba River (03-1)	Caldwell		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, As Needed

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? Yes

A very small amount of the water we sale to Caldwell County northeast would be in the Yadkin River basin, rather than the Catawba basin. This maximum basin transfer could only be 0.04 MGD.

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Lenoir - Lake Rhodhiss WTP	12.0000	Yes	Yes	Catawba River, Lake Rhodhiss

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? No

If yes, was any water conservation implemented?

Did average daily water production exceed 95% of approved plant capacity for five consecutive days during 2023? No

If yes, was any water conservation implemented?

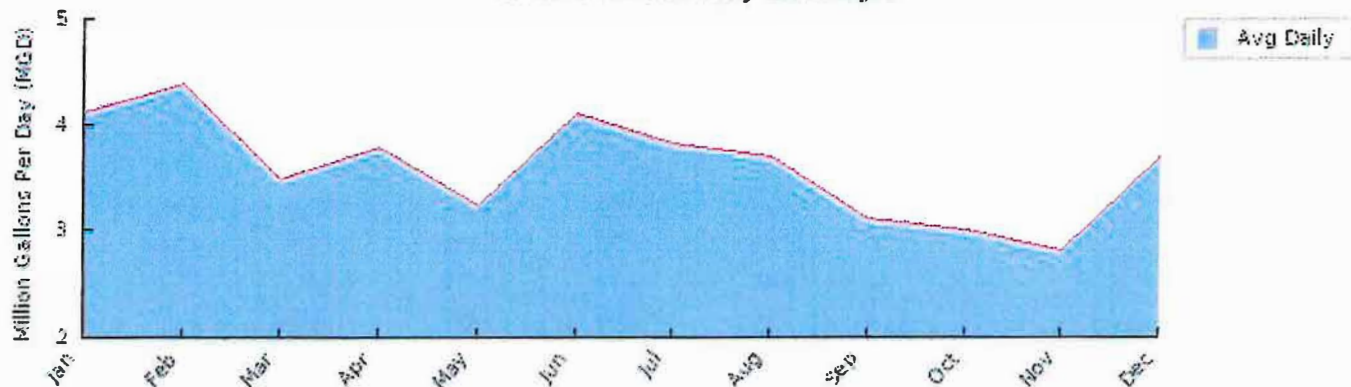
Are peak day demands expected to exceed the water treatment plant capacity in the next 15 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	4.1150	May	3.2340	Sep	3.1050
Feb	4.3900	Jun	4.1070	Oct	3.0010
Mar	3.4850	Jul	3.8230	Nov	2.8100
Apr	3.7860	Aug	3.6880	Dec	3.6860

Lenoir's 2023 Monthly Discharges



How many sewer connections does this system have? 8,336

How many water service connections with septic systems does this system have? 323

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Has this plant to build or expand wastewater treatment facilities in the next 10 years? No

Upgrades to WWTP have been completed as of 2023. To curb inflow and infiltration, some replacement of sewer lines are in the plans for 2024 but no expansions expected.

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0023736	WWTP	2.0000	2.0000	1.1400	8.4400	Gunpowder Creek	Catawba River (03-1)
NC0023981	WWTP	6.0000	6.0000	2.3000	6.8900	Lower Creek	Catawba River (03-1)
NC0044164	WTP	0.0000	3.0000	0.1610	1.2250	Lake Rhodhiss	Catawba River (03-1)
WQ0010059	CS	0.0000	0.0000	0.0000	0.0000	Land Application	Catawba River (03-1)

Water System	PWSID	Type	Average Daily Amount MGD	Days Used	Contract Maximum (MGD)
Town of Sawmills	01-14-040	Receiving	0.0541	365	0.2500

5. Planning

	2023	2030	2040	2050	2060	2070
Year-Round Population	22,288	22,640	22,764	22,878	24,022	25,223
Seasonal Population	0	0	0	0	0	0
Residential	1.2630	1.2456	1.2518	1.2581	1.3210	1.3870
Commercial	0.3800	0.3236	0.3252	0.3268	0.3431	0.3603
Industrial	1.3110	1.4291	1.4362	1.4434	1.5156	1.5914
Institutional	0.2970	0.2241	0.2262	0.2283	0.2497	0.2722
System Process	0.7330	0.7300	0.7480	0.7490	0.7500	0.7530
Unaccounted-for	0.3219	0.3900	0.4600	0.5300	0.6000	0.6700

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Town of Valdese	01-12-010	Purchase	0.5000	2029		Regular

The City of Lenoir plans to purchase approximately 0.5 MGD from the Town of Valdese once the interconnection is complete, possibly in 2029 but very likely by 2030.

	2023	2030	2040	2050	2060	2070
Surface Water Supply	12.0000	12.0000	12.0000	12.0000	12.0000	12.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.5000	0.5000	0.5000	0.5000	0.5000
Total Available Supply (MGD)	12.0000	12.5000	12.5000	12.5000	12.5000	12.5000
Service Area Demand	4.3059	4.3424	4.4474	4.5356	4.7794	5.0339
Sales	2.0521	2.4250	1.8250	1.8250	1.8250	1.8250
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	6.3580	6.7674	6.2724	6.3606	6.6044	6.8589

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Demand as Percent of Supply

53%

54%

55%

56%

57%

58%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **57** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? Yes, We were an original member and still are an active participant in the Catawba Wateree Water Management Group.

What major water supply reports or studies were used for planning? The CWWMG master plan was consulted while filling in some planning fields. Western Piedmont Council of Governments future population estimates were used in completing some of the planning sections.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

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**RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF PROPERTY
LOCATED AT 510 GREER PLACE SW (DESCRIBED IN BOOK 1094, AT PAGE 1690)
TO BERNHARDT TRANSPORTATION, LLC**

WHEREAS, the City of Lenoir ("City") owns a tract of land, approximately 7.89 acres, with various structures, warehouses and buildings located at 510 Greer Place SW in Lenoir (the "Property"); and

WHEREAS, Bernhardt Transportation, LLC, a North Carolina corporation, has leased a portion of the Property for over the past 30 years on an annual basis, and desires to continue its leasing of a portion of the Property for a parking area, a truck garage, a wash bay, and related uses; and

WHEREAS, North Carolina General Statute §160A-272 gives the City the right and option to lease the Property upon such terms and conditions as it determines provided it also determines the Property will not be needed for the term of the lease and upon resolution adopted at a regular council meeting following thirty 30 days' public notice; and

WHEREAS, the proposed lease would be for a 10-year term, commencing on January 1, 2025, at a rental rate of \$1,500 per month and ending December 31, 2034; and

WHEREAS, the City will not otherwise need the Property during the proposed term, the required notice has been published, and the City Council is convened in a regular meeting; and

WHEREAS, in consideration of leasing the Property, Bernhardt Transportation, LLC has agreed to lease the property for the aforementioned purpose and pay water and sewer expenses incurred, and the conditions outlined in the attached lease of the Property; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Lenoir that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the Property described above to Bernhardt Transportation LLC upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee, to execute all instruments necessary for the attached lease in conformity herewith.

Adopted this 2nd day of April, 2024.

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

Prepared by: Wilson, Lackey, Rohr & Hall, P.C.

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this 2nd day of April, 2024, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

1. Demise of Premises. Lessor leases unto Lessee the real property and the building and all improvements located thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

A portion of the improvements and lands described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the truck garage and wash bay and the rear parking area, but excluding the oil containment building. The leased area is shown as the white dotted area on the attached "Proposed New Facility Map Bernhardt Lease City of Lenoir," incorporated herein by reference and referred to hereafter as "Exhibit A."

Lessor will use the Premises for maintenance of trucks, trailers, and equipment necessary for its fleet operations and for no other purpose.

2. Term of Lease. The term of this Lease is from January 1, 2025 until December 31, 2034. If either party requests, the parties will execute a short-form Memorandum of Lease in recordable form containing such matters as the parties may agree upon but including at a minimum the commencement and expiration dates.

A. As an inducement for Lessor to enter into this Lease, Lessee agrees to build at its sole expense (a) a 20'x30' salt shed on the Premises and (b) a 50'x80' trash truck shed on the Lessor's adjacent property, each of which is shown on Exhibit A. Lessor and Lessee agree that the total cost of such construction will be at least \$125,000 and need not exceed \$140,000. The minimum specifications for each shed are shown on the attached Exhibit B. Prior to construction Lessee will provide the plans for the construction of the two structures to Lessor for its approval. Subject to any delay caused by force majeure, Lessee is to begin construction on the two structures within 6 months of Lessee's execution of this lease. The two structures will be the Lessor's property.

B. This lease is subject to certain Reservations by Lessor as set forth below:

i. Lessor retains the exclusive right and option to use the wash bay and equipment in the truck garage and wash bay on Wednesday of each week or at

other times as the parties may agree. Lessee agrees to not interfere with Lessor's use of the truck garage and wash bay premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay and equipment in the truck garage. Lessee will have no liability with respect to Lessor's or its agents', representatives', or employees' usage pursuant to this paragraph except in the event of the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

ii. Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage must be inside a standard storage trailer at least 48 feet long (rather than the "40' x 20'" dimensions shown on Exhibit A) which Lessee will provide to Lessor at no cost to Lessor and which will be Lessor's property. Lessee will put the storage trailer in place within 60 days of Lessee's execution of this lease. Lessor staff will exercise due care and diligence in the use of the storage trailer. Lessee will have no liability with respect to Lessor's or its agents', representatives', or employees' usage pursuant to this paragraph except in the event of the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

3. Rentals. Lessee will pay rent to Lessor of \$1,500.00 per month. Rent is due and payable in advance on the first day of each month.

In addition, Lessee will carry at its own expense policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises constitutes acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee does not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. As Lessee is an entity, the passage of control of Lessee to parties other than those who presently control Lessee as of the date of this Agreement constitutes an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties will comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties will neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither will not make any offensive use thereof.

7. Utilities. Lessee will pay for all water and sewer services consumed or used on the Premises. Lessor will pay for electricity and gas service to the premises. The lack of availability or failure of utility service will not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee will not make nor have the right to make any alterations, changes, or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, Lessee will make all such alterations, changes and improvements in a workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein, and they become the property of Lessor. Lessor may require Lessee to provide such assurances as Lessor reasonably requires (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor is not responsible for making any repairs including structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee at its own expense will keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. Lessee will ensure that all repairs will be performed in a prompt, workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs. For the avoidance of doubt, Lessee will have no repair or maintenance obligations with respect to the 50'x80' trash truck shed or storage trailer described on Exhibit A following acceptance thereof by Lessor.

10. Safe and Sanitary Conditions. Lessee will not permit, allow, or cause any act or deed to be performed upon, in or about the premises which will cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee will at all times keep the premises in a neat and orderly condition and the premises and the entryways, parking areas, sidewalks, and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water, and ice.

11. Trade Fixtures. Lessee is permitted to install trade fixtures on the premises. In addition, Lessee is permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does remove its trade fixtures, it will return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination of the lease and are not to be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor has the option either to declare such fixtures abandoned, at which point they become the Lessor's property, or to demand that Lessee remove the same at its expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor is not responsible to Lessee or any other person, firm, partnership, association, or corporation for damages or injuries by virtue

of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee will indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law except to the extent caused by the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

13. Indemnification and Insurance. To the extent permitted by North Carolina law, each party will indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations, or corporations for personal injury and damage to property arising out of or in connection with the party's use and occupancy of the Premises. In addition, Lessee must and will carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence. Lessee will deliver annually to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises are partially destroyed by fire or other casualty, Lessee has the right to terminate this Lease Agreement. If Lessee does not exercise this option, Lessor may in its sole discretion effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided will not abate. Any other provisions contained herein notwithstanding, Lessor is required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which Lessor receives under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under, or on Lessee's behalf may have any claim, right of action, or right of subrogation against Lessor based upon any loss caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty arises from the negligence of Lessor, its agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and will be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the Premises or hereafter becomes a lien on the Premises and no further agreements or documents are to be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee will at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor may be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor has the right at all reasonable times to enter and inspect the Premises .

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee will return the Premises to Lessor substantially in the same condition as when received, ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee will not acquire any right, title, or interest in or to the Premises. In such event, Lessee will occupy the Premises as a tenant from month-to-month and will otherwise be subject to all of the conditions, provisions and obligations of this Lease agreement insofar as the same is applicable.

20. Default. Each of the following events constitutes a default or breach of this lease by Lessee:

A. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

B. Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee is appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10 days after the institution or appointment;

C. Failure to pay rent when the same becomes due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For these purposes, all funds due from Lessee constitute rental whether denominated as rental or otherwise elsewhere herein;

D. If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

E. If Lessee vacates or abandons the Premises

F. If the interest of Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing section, Lessor is entitled to re-enter and re-take the Premises and exercise all its rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes an "event of default," either party is to be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor is entitled will be deemed a waiver of the right to subsequently exercise same. Lessee will gain no rights nor become vested with any right to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chooses to ignore by thereafter accepting rental or other performance by Lessee will constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and is to be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions are severable and the remaining provisions remain at Lessor's option to be in full force and effect.

26. Easements, Restrictions and Right of Way. Lessor rents the Premises subject to all easements, restrictions, and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained are binding upon and inure to the benefit of and may be enforceable by the parties and their respective heirs, successors, and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties is enforceable unless the same is in writing and signed by the parties.

28. Rental Payments. All rental payments, unless otherwise designated in writing, are to be made to Lessor at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but is not required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith constitutes additional rental due from Lessee to Lessor payable as rental on the next date for payment of rentals following the expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that it has full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, and no one claiming through Lessor will disturb Lessee's quiet and peaceable enjoyment of the Premises.

31. Construction. This Lease Agreement is not to be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease is to be given at the following address:

Lessor:

City of Lenoir
 Attn: City Manager
 Post Office Box 958
 Lenoir, North Carolina 28645
Shildebran@CILENOIR.NC.US

Lessee:

Bernhardt Transportation, LLC
 Attn: Kevin McDougall, General Counsel
 1839 Morganton Blvd.
 Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR, (SEAL)
 a North Carolina municipal corporation

By: Scott Hildebran
 Scott Hildebran, Manager



LESSEE:

BERNHARDT TRANSPORTATION, LLC (SEAL)

By: _____
 Title: _____

SEAL

Proposed New Facility Map Bernhardt Lease City of Lenoir

Legend

- - - Not leased by Bernhardt
- - - Leased by Bernhardt
- City of Lenoir Parcels

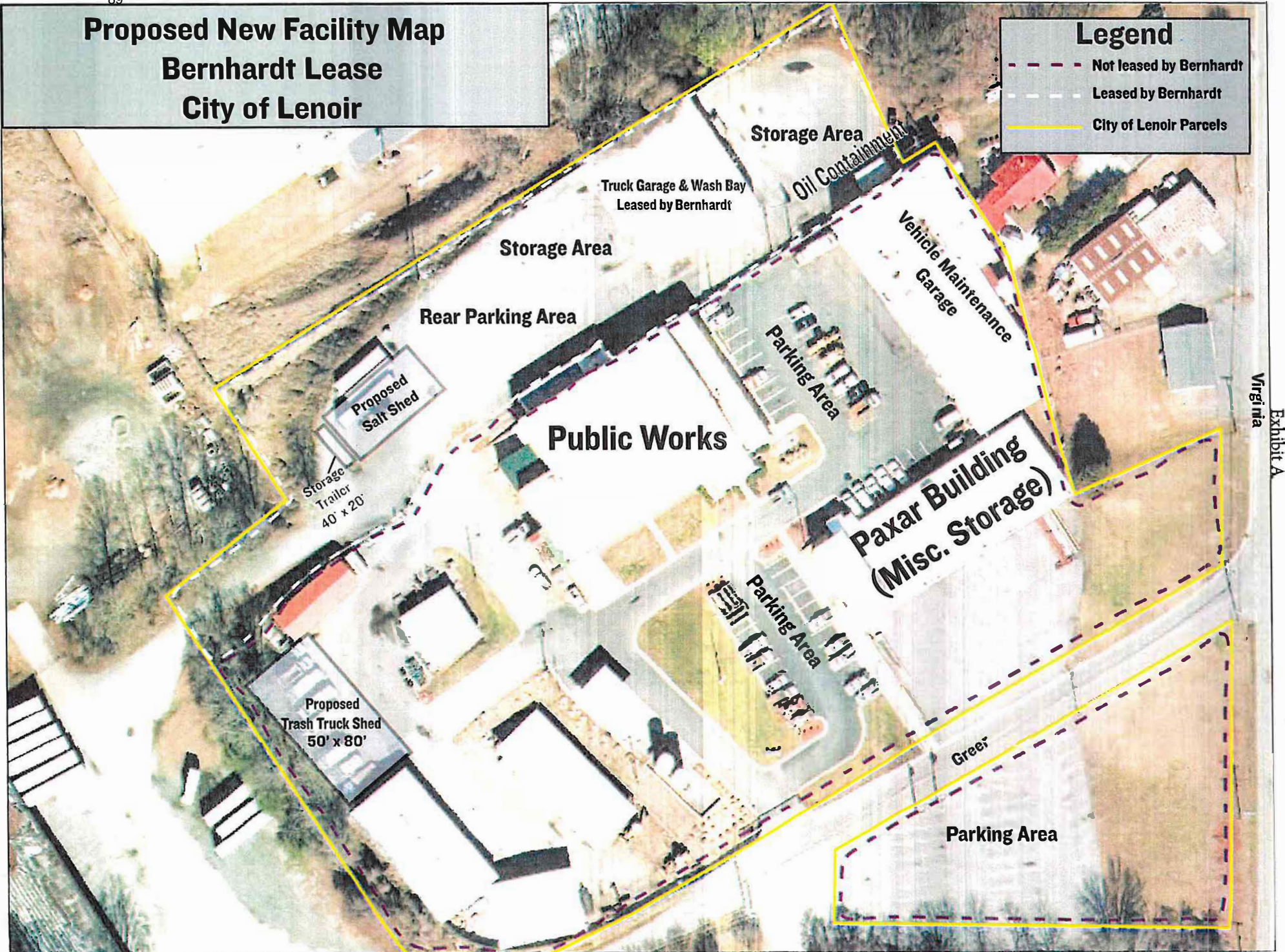


Exhibit B**Salt Shed: (Approx. 20' x 30')**

- Wood Pole and Roof Framing construction
- Sloped Flat Roof
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials
- Exterior Aluminum Siding Materials on (3) sides for weatherproofing
- (9) 72" x 24" x 24" Concrete Blocks along back wall for scooping salt

Trash Truck Shed: (Approx. 50' x 80')

- Steel Pole and Truss construction
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials

Exclusions:

- Concrete and/or asphalt floors
- Lighting and/or Power Circuits
- Site Grading
- Gutters and/or downspouts

City of Lenoir
Gateway Sign Design, Bidding, and Construction Phase Services Agreement

THIS AGREEMENT entered into this 2 day of April, 2024, by the City of Lenoir, referred to as "City" or "Owner" and Destination by Design Studios, PLLC (DbD), referred to as "DbD" or "Design Team" or "Consultant."

1.0 Project Description and Location

1.1 The City wishes to develop bid ready construction documents for a three (3) city gateway signs (see Exhibit A: Project Study Areas) in accordance with the completed sign developed by DbD.

1.2 DbD shall be responsible for the appropriate management of the project including any necessary sub-consultants, correspondence, project materials distribution, and scheduling.

1.3 The intent of the project is to utilize the services of the Design Team for the duration of the project development. Additional assignments, above and beyond those listed 2.0 below, may be added to the scope of services, schedule, and fees at the discretion of the City.

2.0 Scope of Work

Task 1: Site Visit & Project Management. Meet on site with City officials to review exact signage locations, constraints, and electric connections. Coordinate with appropriate subconsultants.

Task 2: Survey Specs & Coordination. City of Lenoir to provide surveys to DbD for each site. DbD to provide survey specs, assist with procuring a surveyor & survey review, and coordination w/ surveyor.

Task 3: Design Intent. Develop a revised signage design intent for each of the signage locations based on clear NCDOT traffic report/ recovery analysis, size constraints, and other site suitability factors.

Task 4: NCDOT Gateway Review/ Encroachment and Traffic Report. Develop a traffic engineering report for each of the three (3) sign locations. Submit the report to NCDOT along with the revised design intent for each sign. Ensure concurrence with NCDOT and obtain all necessary encroachment permits.

Task 5: Signage Construction Specifications. Provide signage details that provide sufficient design intent necessary to obtain construction bids from licensed contractors. Provide scaled elevations, specified materials, and print ready adobe illustrator files. Provide structural details (sub-contractor: Arete Engineering) including footers, hardware, and wind load considerations. Provide electrical engineering details (sub-contractor: Allied Engineering) including a new meter service, panel, and signage lighting. Develop a landscaping plan in accordance with City direction. Irrigation design is not included within this scope, but may be included at one or more of the signage locations for a price to be determined based on specific environmental and site location factors.

Task 6. Bidding and Construction Phase Services/ Contract Administration. Obtain competitive bids for construction. Develop all specifications and advertise bid. Answer any questions from contractors during the bidding process and provide any necessary bidding addendum. Make a recommendation to the City for contractor selection. DbD shall advise and consult with the City during the Construction Phase. DbD shall have authority to act on behalf of the City only to the extent provided in this Agreement. DbD shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with facility construction, nor shall DbD be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. DbD shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. DbD's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date that DbD issues the final Certificate for Payment. Contract Administration services include a preconstruction meeting, evaluations of work at monthly on-site progress meetings, certificates for payment to contractor, submittal review, minor changes to work, substantial completion, and punch lists. It is anticipated these services will be provided over a 6 month construction timeline. Should the Contractor fail to perform the work within the construction timeline, additional contract administration services will be billed at hourly rates found in Section 3.2.

3.0 Schedule of Fees, Reimbursable Expenses, and Hourly Rates

3.1 The fees below are lump sum and in accordance with the Scope of Services identified in 2.0 above, barring substantial change in the project budget, scope of service, or schedule.

The following services are for all three (3) locations as noted on Exhibit A: Project Study Areas

Task 1: Site Visit & Project Management	\$ 2,000
Task 2: Survey Specs & Coordination	\$ 3,500
Task 3: Revised Design Intent	\$ 12,000
Task 4: NCDOT Gateway Review/ Encroachment and Traffic Report (x 3 locations)	\$ 30,000
Task 5: Signage Construction Specifications (structural, electrical, landscape X 3 locations)	\$ 66,000
Task 6: Bidding and Contract Administration	4% of final construction cost
Total Fee:	\$113,500 + 4% of construction cost

3.2 Hourly Rates

If requested in writing by the Owner, DbD shall provide additional services at the hourly rates listed below.

1.	Principal/ Professional Engineer/ Landscape Architect	\$ 195/hour
2.	Senior Planner/Landscape Designer	\$ 165/hour
3.	Administrative	\$ 75/hour

4.0 Payment Schedule

4.1 Upon contract execution, the Consultant shall be paid a 15% deposit and then subsequently submit monthly or bi-monthly billings in accordance with project progress. Invoices shall not exceed the amounts listed for each phase or total lump sum fee, unless approved in advance by the Owner. The Consultant shall be paid within thirty (30) days of receipt of a detailed invoice.

4.2 Consultant's services under the phases listed in 2.0 above, shall each be considered complete at the earlier of: 1) the date when the submissions for that phase have been accepted by the Owner; or 2) fourteen (14) days after the date when such submissions are delivered to the Owner for final acceptance.

4.3 DbD or the Owner shall be allowed to renegotiate this Agreement upon substantial change in the project budget, scope of service, or schedule.

4.4 Hourly rates to be in effect until December 31, 2026.

5.0 Abandonment of Improvements

If the Owner finds it necessary to abandon the project, the Consultant shall be given seven (7) days written notice and compensated for all work completed under 2.0 above and according to the schedule of payments designated under 3.0 above. Scheduled items not completed but upon which work has been performed, shall be paid for upon the basis of estimated extent of completion.

6.0 Indemnification

Owner and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence.

7.0 Ownership of Documents

7.1 The Consultant shall be deemed the author and owner of all deliverables provided to the Owner, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Consultant (collectively, the "Deliverables").

7.2 Subject to payment by the Owner of all fees and costs owed to the Consultant, the Consultant grants to the Owner a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Owner's possession or control shall be returned to the Consultant within 21 days of the notice of termination.

7.3 The Owner, to the fullest extent permitted by law, shall indemnify and hold harmless the Consultant for any Costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Deliverables or the use of the Deliverables for any purpose other than the Project.

Tuesday, April 2, 2024
Minutes-City of Lenoir Council Meeting

7.4 In the event this Agreement is terminated prior to the completion of the Project, the Consultant shall have no Liability to the Owner or to anyone claiming through the Owner for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Deliverables without the Consultant's approval, and the Owner agrees to indemnify and defend the Consultant against all such claims.

8.0 Other Parties

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party. Plans and specifications are instruments of service and remain the property of the Consultant.

9.0 Termination

This Agreement shall be terminated at any time by the Owner or the Consultant upon giving written notice. Termination by the Owner shall comply with 5.0 above. This Agreement, unless previously terminated by written notice, shall be terminated by the final payment for the finished work.

10.0 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

11.0 Governing Law

This Contract shall be construed in accordance with the laws of the State of North Carolina.

12.0 Complete Agreement

This Agreement represents the entire understanding between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Owner and the Consultant.

13.0 Signatures

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

City of Lenoir

Signature *Jonathan A. Hagan*

Title Public Works Director

Date 4/2/2024

Destination by Design Studios, PLLC

Signature *Charles L. Sotherman*

Title Partner

Date 04/05/24

Exhibit A: Phase 2 Locations (1 of 3)

Lenoir Gateway West

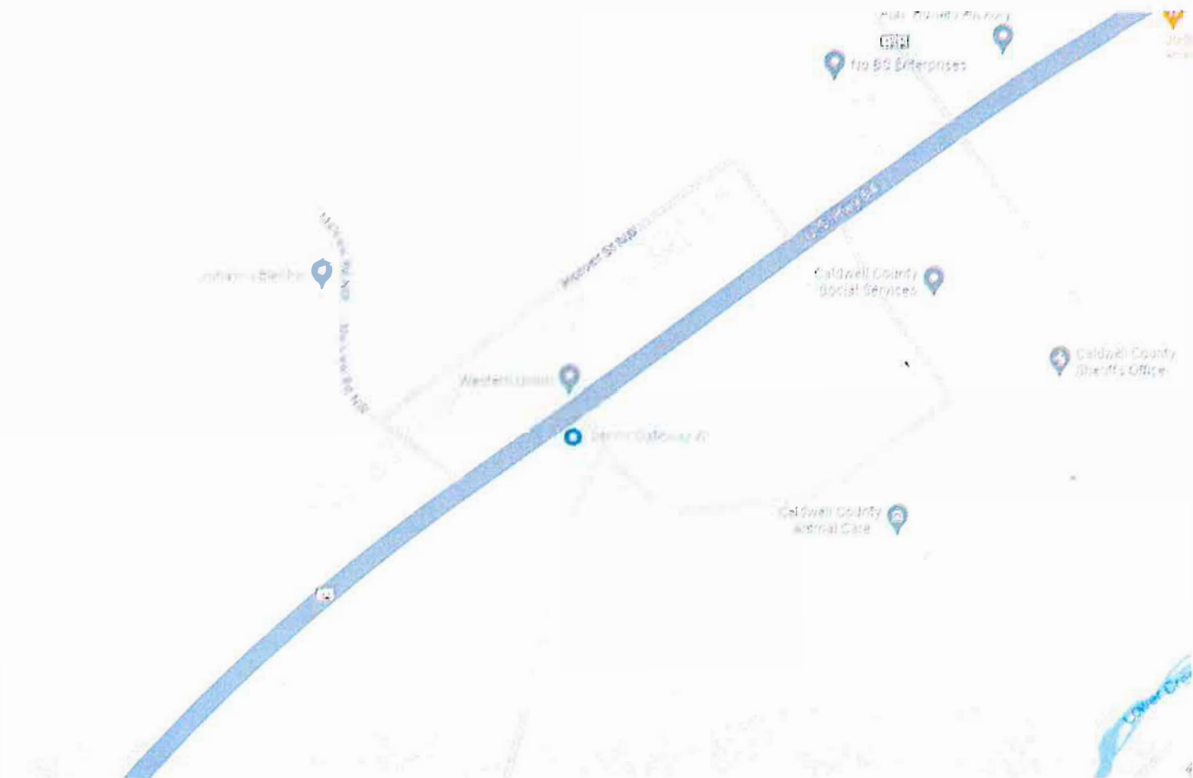
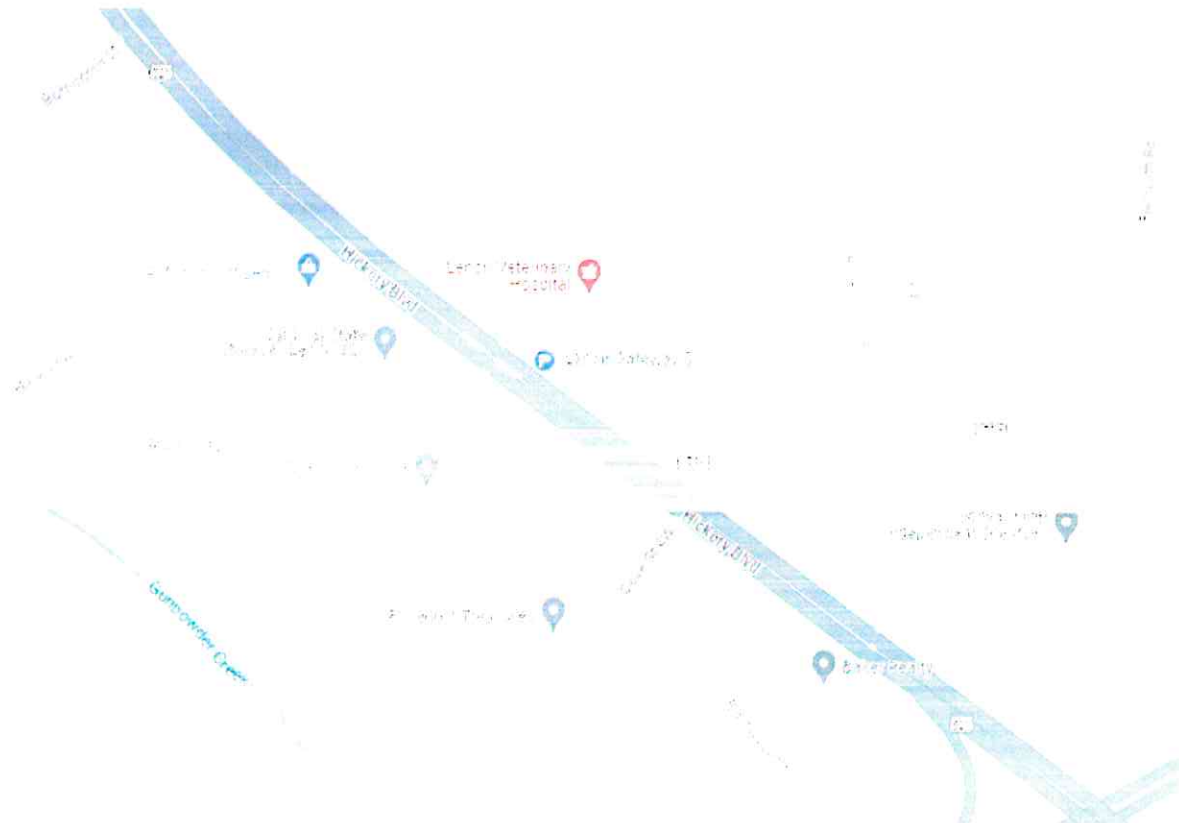


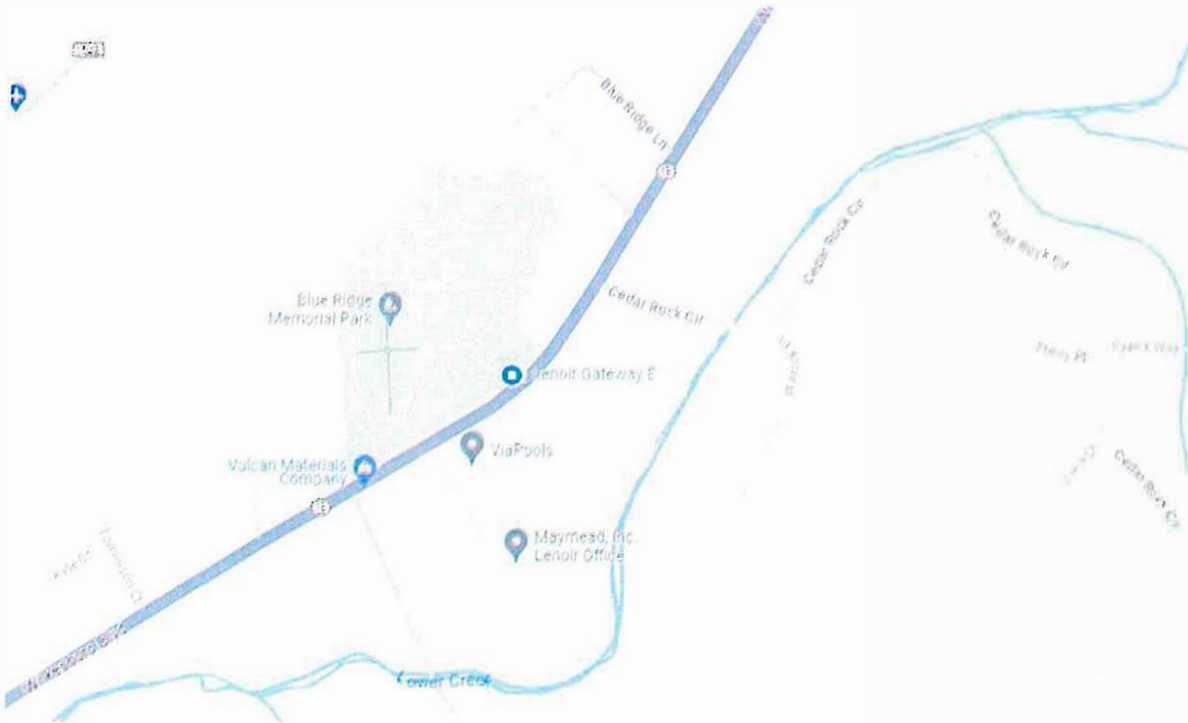
Exhibit A: Phase 2 Locations (2 of 3)

Lenoir Gateway South



Lenoir Gateway Signage Design, Bidding, and Contract Administration (x 3 Sign Locations)

Lenoir Gateway East



CERTIFIED BID TABULATION
CONCRETE AND WATERPROOFING REPAIRS
George L. Bernhardt Sr., Rhodhiss Lake WTP
CITY OF LENOIR, NORTH CAROLINA
Thursday, January 4, 2024; 2:00 pm
5474 Waterworks Road Granite Falls, NC 28630

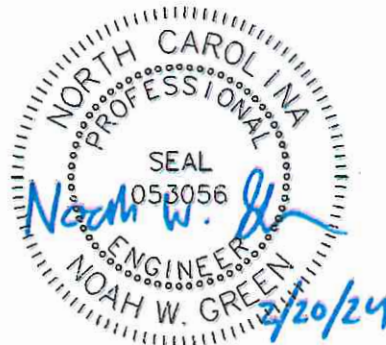
BIDDER	TOTAL LUMP SUM BASE BID INCLUDING ALLOWANCE
CMT-Carolina Management Team	No Bid
Watertight Systems Inc.	\$1,467,547.00
Freyssinet	\$844,051.50
Strickland Waterproofing Co., Inc.	\$1,570,000.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 4th day of January 2024, in the Treatment Facility located at 5474 Waterworks Road, Granite Falls, NC 28630

NOAH W. GREEN, PE



1240 19th Street Lane NW
Hickory, North Carolina 28603
License No. C-0459



Tuesday, April 2, 2024
Minutes-City of Lenoir Council Meeting



February 20, 2024

SENT VIA EMAIL

Mr. Jeff Church
Public Utilities Operations Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Award Recommendation
Concrete and Waterproofing Repairs for the
George L. Bernhardt Sr. Rhodhiss Lake WTP
Project No. 09.01002 - 591
City of Lenoir, North Carolina

Dear Mr. Church:

A total of three (3) bids were received on January 4, 2024 for the subject project. Freyssinet, Inc. was the lowest responsive, responsible bidder with a total base bid amount of \$844,051.50.

Freyssinet, Inc. is appropriately licensed with the NC General Contractor Licensing Board and has successfully completed similar projects in the past. Therefore, we recommend that the City of Lenoir award the project to Freyssinet, Inc in the amount of \$844,051.50.

It is also recommended that the City of Lenoir establish a construction contingency in the amount of \$84,405, or approximately 10% of the contract price. This contingency is important due to uncertainties with work of this nature.

Enclosed for your use is the Certified Bid Tabulation. If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads 'Noah W. Green'.

NOAH W. GREEN, PE
Project Engineer II

NWG:

Enclosure

Cc: Scott Hildebran, City Manager
Joel A. Whitford, PE, McGill Associates



PROCLAMATION

In Recognition of

Public Safety Telecommunicators Week

April 14 – 20, 2024



Whereas, the City of Lenoir Police Department Telecommunicators play a vital role in the protection of human life and property in our community; and

Whereas, Telecommunicators have been successfully serving the public safety communication needs of the City of Lenoir throughout the year; and

Whereas, while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

Whereas, Telecommunicators provide a critical communication link between the residents and Emergency Responders; and

Whereas, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our community, 24-hours a day, 7-days a week; and

Whereas, our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services;

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 declare the week of April 14 – April 20, 2024

“National Public Safety Telecommunicators Week”

in the City of Lenoir, in honor of the men and women whose diligence and professionalism keep our city and first responders safe.

Witness, my hand and seal this the 2nd *day of* April, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS, April 11, 2024 marks the 56th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

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

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby resolve that April 2024, being *Fair Housing Month*, begins a year-long commemoration of the U.S. Fair Housing Law in the City of Lenoir and urge all citizens to wholeheartedly recognize this celebration throughout the year.

Adopted this the 2nd day of April, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk




CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. M. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. A. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION LINE WORKER APPRECIATION DAY

WHEREAS, on April 10, 2013, a resolution was passed in the United States Senate to recognize April 18 annually as National Lineman (Line Worker) Appreciation Day; and

WHEREAS, the profession of the electrical line worker is steeped in personal, family, and professional tradition; and

WHEREAS, line workers are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety officials, and to expedite the return of vital electrical power to our communities; and

WHEREAS, these brave men and women work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, risking and sometimes losing their lives to keep electricity flowing; and

WHEREAS, line workers are often faced with dangerous conditions, far from their families, as they work to construct and maintain energy infrastructure throughout the State of North Carolina and the United States; and

WHEREAS, line workers must use their technical knowledge, physical strength and ingenuity to achieve success in challenges they face every day;

WHEREAS, the City of Lenoir thanks these skilled and heroic line workers who brave hurricanes, ice storms, snow storms, floods, and other natural disasters to maintain our community's energy grid.

NOW THEREFORE BE IT RESOLVED that I, Mayor Joseph L. Gibbons, on behalf of the Lenoir City Council, do hereby proclaim Thursday, April 18, 2024 as "Line Worker Appreciation Day" in the City of Lenoir, North Carolina.

Adopted this the 2nd day of April 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** Resolution to Adopt the Proposed 2024-2025 Lenoir Water and Sewer Fund Capital Improvement Plan
- II. **Background Information:** At the March 26, 2024 City Council Committee of the Whole meeting the Council received an update from McGill Associates and City staff regarding revisions to the Water and Sewer Fund Capital Improvement Plan. This is a ten year plan that is reviewed and updated annually. An updated Water and Sewer Fund financial analysis was presented along with the CIP to the City Council for review and comment. Budget preparation is dependent upon the updated information in the CIP and related financial analysis. Additionally, as we seek grants or SRF financing for capital projects, most applications now require that the applicant have a CIP approved by the City Council.
- III. The resolution included in your agenda packet is for adoption of the Water and Sewer Fund CIP as presented on March 26, 2024 to meet the requirements of any future funding applications through the NCDEQ Division of Water Infrastructure SRF loan or grant funding programs or other available funding sources.
- IV. **Staff Recommendation:** Staff recommends approval of the resolution to adopt the Water and Sewer Fund CIP.
- V. **Reviewed by:**
- City Attorney: _____
- Finance Director: _____
- Public Works/Public Utilities Director: Jeff Church

RESOLUTION BY THE LENOIR CITY COUNCIL

- WHEREAS, The **City of Lenoir** has a current Capital Improvement Plan (CIP) for the Water and Sewer Enterprise Fund that spans 10-years, and
- WHEREAS, The **City of Lenoir** annually updates its 10-Year Water and Sewer CIP, and
- WHEREAS, The **City of Lenoir** held a City Council Budget Retreat on March 26, 2024 to present the 10-Year Water and Sewer CIP, and
- WHEREAS, Applications for funding submitted to the NC Department of Environment Quality (DEQ) Division of Water Infrastructure (DWI) may earn points if the Applicant has a CIP adopted by the City Council within two years of the application date.

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

That **City of Lenoir** does hereby adopt the Capital Improvements Plan (CIP) as updated for the Fiscal Year 2024-25 budget, as presented at the March 26, 2024 City Council Budget Retreat.

Adopted this the 16th day of April, 2024 at Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the adoption of the 10-Year Capital Improvement Plan, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the 16th day of April, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

Signature

Shirley Cannon, City Clerk

Printed Name and Title

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Water Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Distribution System Vehicles and Equipment	548,500	175,000	227,500	56,000			62,000	64,000		68,000	71,000		
	Water Treatment Vehicles and Equipment	941,900	82,000	318,900	57,000	139,000	166,000	49,000	50,000	52,000	54,000	56,000		
	Water Resources Vehicles and Equipment	25,500	120,000	25,500										
Subtotal - Water Vehicles and Equipment		1,515,900	377,000	571,900	113,000	139,000	166,000	111,000	114,000	52,000	122,000	127,000	-	-
Distribution System														
1	Finley Water System Improvements	8,300,000		6,300,000	2,000,000									
2	Major Pressure Reducing Valve Vaults	710,000			350,000	360,000								
3	Joyceton Water Improvements	170,000				170,000								
4	Valdese System Interconnect	17,000,000			17,000,000									
5	Morganton Blvd Water Line - Phase 1	1,000,000			1,000,000									
6	Morganton Blvd Water Line - Phase 2	2,470,000			2,470,000									
7	US 321 Utility Relocations	780,000				780,000								
8	Whitnel Transmission Line Replacement - to Sawmills	6,060,000					6,060,000							
9	Walt Arney Road Water Line Replacement	640,000					640,000							
10	Hudson Tank Pump Upgrades	590,000					590,000							
11	Pleasant Hill Road Water Improvements	750,000						750,000						
12	Whitnel-Cajahs Water Pump Station	2,370,000								2,370,000				
13	Water System Interconnect #1	3,940,000										3,940,000		
14	Zacks Fork to Cottrell Hill Water Supply Loop	-												1,650,000
15	Whitnel Transmission Line Replacement - to Whitnel	-												13,010,000
16	Divisional Valve Replacements	564,000		100,000	130,000		110,000	110,000		114,000				
17	Water Line Replacements	2,800,000					600,000		700,000		700,000		800,000	
Water Treatment														
18	AWIA Compliance Projects	-	100,000											
19	Flash Mix Basin Repairs	450,000	500,000	450,000										
20	Residual Systems Upgrade	2,340,000					2,340,000							
21	Retrofit all Cahah Pumps and Switchgear	250,000						250,000						
22	Add 3rd Whitnel Finished Water Pump and VFD	1,040,000						1,040,000						
23	Add 3rd Raw Water Pump and VFD	1,250,000						1,250,000						
24	Filter Valve Upgrades	1,770,000						1,770,000						
25	Finished Water Pump Station Upgrades	1,250,000						1,250,000						
26	Backwash Supply Improvements	350,000						350,000						
27	Operations Building Upgrades	2,010,000						2,010,000						
28	Sedimentation Basin Repairs	1,980,000									1,980,000			
29	Clearwell Replacement	4,020,000									4,020,000			
30	Generator and Electrical System Loop	-												3,400,000
Subtotal - Water Infrastructure Improvements		64,854,000	600,000	6,850,000	22,950,000	1,310,000	10,340,000	8,780,000	700,000	2,484,000	6,700,000	3,940,000	800,000	18,060,000
Total - Water Improvements		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000
Current Year (FY24) CIP: Water Improvements			977,000											
10-Yr CIP: Water Improvements FY25-34		66,369,900		7,421,900	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,822,000	4,067,000	800,000	18,060,000

Capital Project funded or patially funded using external source(s). ARPA, Direct Allocation, etc.

Capital Project funded or patially funded using debt issue(s)

Table 1
City of Lenoir
Water and Sewer Fund
Capital Improvements Plan - 2024

Wastewater Improvements

Project Number	Project Description	10-Yr CIP Cost	Current 2024	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Years 11-15 2035
Vehicles and Equipment														
	Collection System Vehicles and Equipment	1,563,000	153,000	115,000	744,000	104,000		112,000	116,000	120,000	124,000	128,000		
	Wastewater Treatment Vehicles and Equipment	135,250	40,000	135,250										
Subtotal - Wastewater Vehicles and Equipment		1,698,250	193,000	250,250	744,000	104,000	-	112,000	116,000	120,000	124,000	128,000	-	-
Collection System														
1	East Harper Avenue Sewer Replacement	550,000		550,000										
2	Boxwood St Sewer Relocation	390,000				390,000								
3	Pennton to Hwy 18 Sewer	1,100,000					1,100,000							
4	Main Street (Valway to 321) Sewer Replacement	1,100,000					1,100,000							
5	Rehab Blairs Fork Outfall	860,000					860,000							
6	Gunpowder Creek Interceptor Replacement	3,340,000					3,340,000							
7	Zacks Fork Sewer Replacement	2,270,000					2,270,000							
8	Meadowood Upstream Sewer Replacement	1,780,000								1,780,000				
9	Meadowood Lift Station Improvements	520,000								520,000				
10	Golf Course Sewer Replacement	4,290,000											4,290,000	
11	Manhole Improvements	670,000	180,000			210,000		220,000		240,000				
12	Sewer Line Replacements	5,000,000						1,000,000		2,000,000		2,000,000		
Wastewater Treatment														
13	LCWWTP Recycle Water Pump/Lines	-	20,000											
14	Bar Screen Replace at GPWWTP	-	200,000											
15	Influent Repairs at LCWWTP	-	20,000											
16	Lower Creek WWTP Bypass Screen	550,000				550,000								
17	Lower Creek WWTP Mixers	1,610,000			1,610,000									
18	Lower Creek WWTP Diffusers and Concrete Repairs	2,460,000			2,460,000									
19	Septage Receiving Station / Vactor Dump	640,000					640,000							
20	Lower Creek WWTP Equalization Basin	3,780,000					3,780,000							
21	Lower Creek WWTP Treatment Improvements	7,630,000							7,630,000					
Subtotal - Wastewater Improvements Infrastructure		37,600,000	420,000	550,000	4,070,000	1,150,000	13,090,000	1,220,000	7,630,000	4,540,000	-	2,000,000	4,290,000	-
Total - Wastewater Improvements		39,298,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-
Current Year (FY23) CIP: Wastewater Improvements			613,000											
10-Yr CIP: Wastewater Improvements FY25-34		40,238,250		800,250	4,814,000	1,254,000	13,090,000	1,332,000	7,746,000	4,660,000	124,000	2,128,000	4,290,000	-

Capital Project funded or patially funded using external source(s). ARPA, Direct Allocation, etc.

Capital Project funded or patially funded using debt issue(s)

Total Water and Wastewater Capital Improvements Plan

Current Year (FY24) CIP: Total Water/Wastewater		1,590,000												
10-Yr CIP: Total Water and Wastewater		106,608,150		8,222,150	27,877,000	2,703,000	23,596,000	10,223,000	8,560,000	7,196,000	6,946,000	6,195,000	5,090,000	18,060,000

CITY OF LENOIR
COUNCIL ACTION FORM

April 16, 2024

I. Agenda Item:

Resolution Directing the Clerk to Investigate a Received Annexation Petition:
Annexation Petition A#1-24.

II. Background Information:

A petition has been filed for a contiguous annexation for the property at the intersection of Hopedale Drive and Providence Lane, (NCPIN 2757372928)), highlighted on the attached map. This parcel is within Lenoir's ETJ, zoned R-15, and is contiguous with the Lenoir City Limits.

III. Staff Recommendation:

Adopt the attached resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:___

Hannah Williams



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 16, 2024 by the City of Lenoir City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Lenoir deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of his/her investigation.

This the 16th day of April, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$26.00

Parcel Identifier No. 2757371928; Tax Map: 03 64 1 40

Mail/Box to: Hamby & Hamby, P.A., P.O. Drawer A, Granite Falls, N.C. 28630

This instrument prepared by: Dale L. Hamby, A LICENSED NORTH CAROLINA ATTORNEY. DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING, ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS. Draftsman is aware of the grammatical errors in the proceeding statement, but the exact wording is required by Caldwell County for recording.

Brief description for the Index:

THIS DEED made this 20th day of December, 2023 by and between

GRANTOR

DIANE CORNETT DEAL, individually and as Executrix of the Estate of Thad Arney Taylor, Watauga County Clerk of Superior Court File 23 E 319; RONALD HENRY TAYLOR and wife, MARTHA CRUMP TAYLOR; DALE EDWARD TAYLOR and wife, REBECCA REECE TAYLOR; and SHERYL TAYLOR JAMES and husband, CRAIG BOWEN JAMES, being all of the heirs and spouses of heirs of Thad Arney Taylor

GRANTEE

**CARL EDWARD WILSON and wife, SYLVIA T. WILSON
5355 Lakewood Drive
Granite Falls, NC 28630**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Hudson Township, Caldwell County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All or a portion of the property herein conveyed does not include the primary residence of a Grantor. The draftsman of this instrument did not perform a title search, makes no representations as to title, did not perform a closing and did not prorate taxes.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

DIANE CORNETT DEAL, INDIVIDUALLY AND AS
EXECUTRIX OF THE ESTATE OF THAD ARNEY TAYLOR,
WATAUGA COUNTY CLERK OF SUPERIOR COURT FILE 23
E 319

(Entity Name)

By: Diane Cornett Deal
DIANE CORNETT DEAL
Title: EXECUTRIX AND INDIVIDUALLY

Ronald Henry Taylor (SEAL)
RONALD HENRY TAYLOR

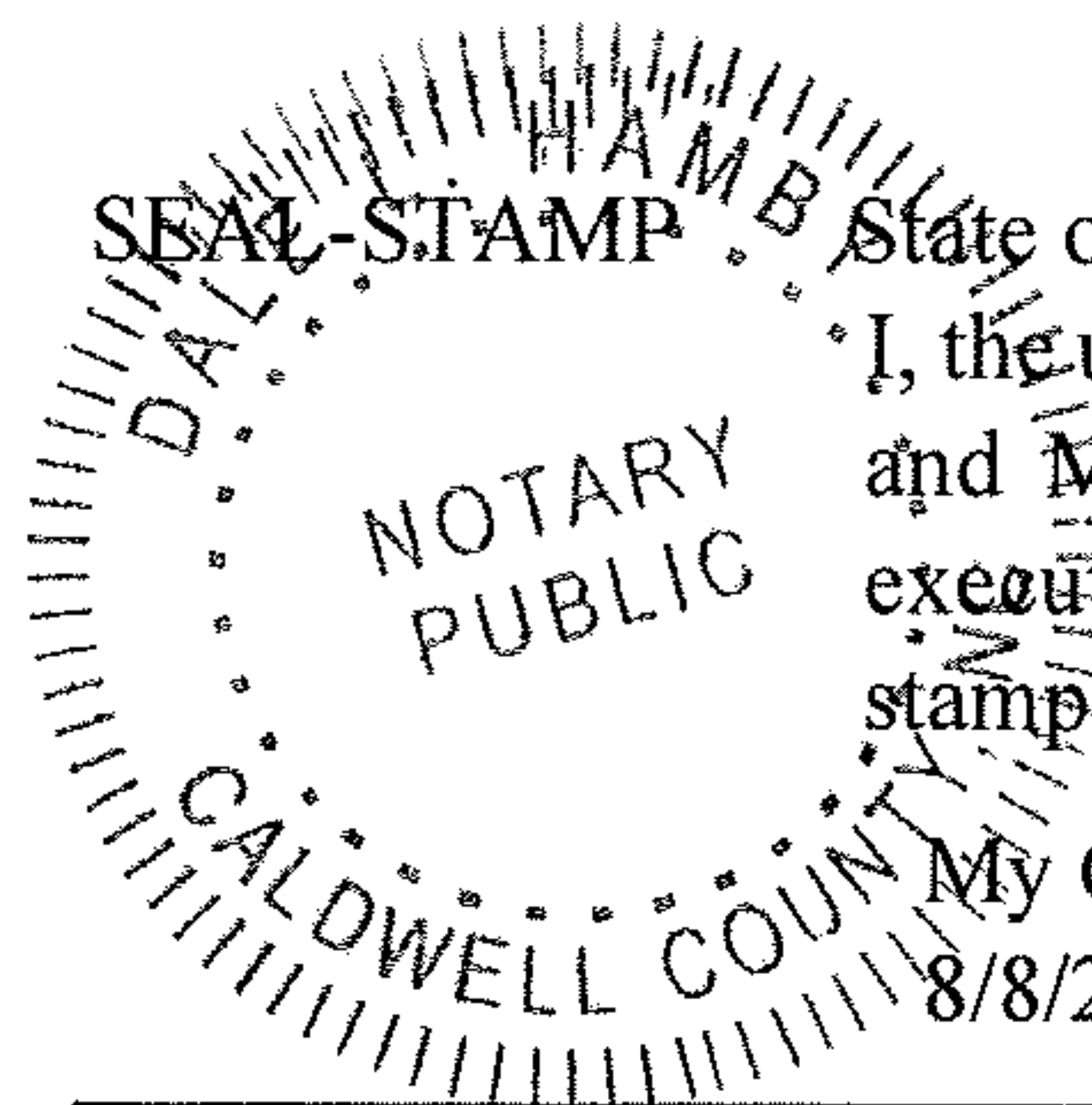
Martha Crump Taylor (SEAL)
MARTHA CRUMP TAYLOR

Dale Edward Taylor (SEAL)
DALE EDWARD TAYLOR

Rebecca Reece Taylor (SEAL)
REBECCA REECE TAYLOR

Sheryl Taylor James (SEAL)
SHERYL TAYLOR JAMES

Craig Bowen James (SEAL)
CRAIG BOWEN JAMES



State of North Carolina – County of CALDWELL

I, the undersigned Notary Public of the County and State aforesaid, certify that RONALD HENRY TAYLOR and MARTHA CRUMP TAYLOR personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20th day of December, 2023

My Commission Expires:
8/8/2025


Notary Public

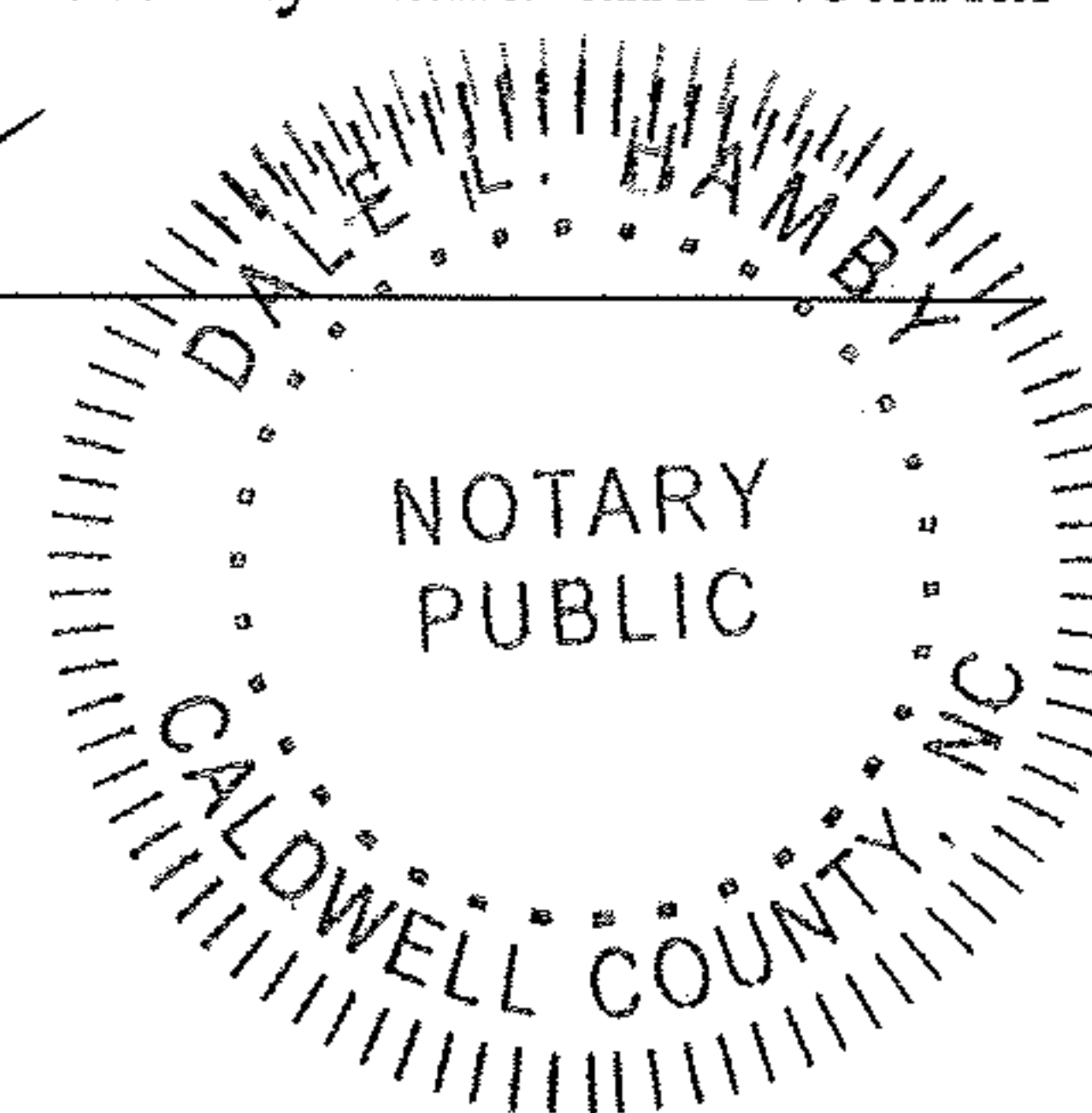
SEAL-STAMP

State of North Carolina – County of CALDWELL

I, the undersigned Notary Public of the County and State aforesaid, certify that DALE EDWARD TAYLOR and REBECCA REECE TAYLOR personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20th day of December, 2023

My Commission Expires:
8/8/2025


Notary Public



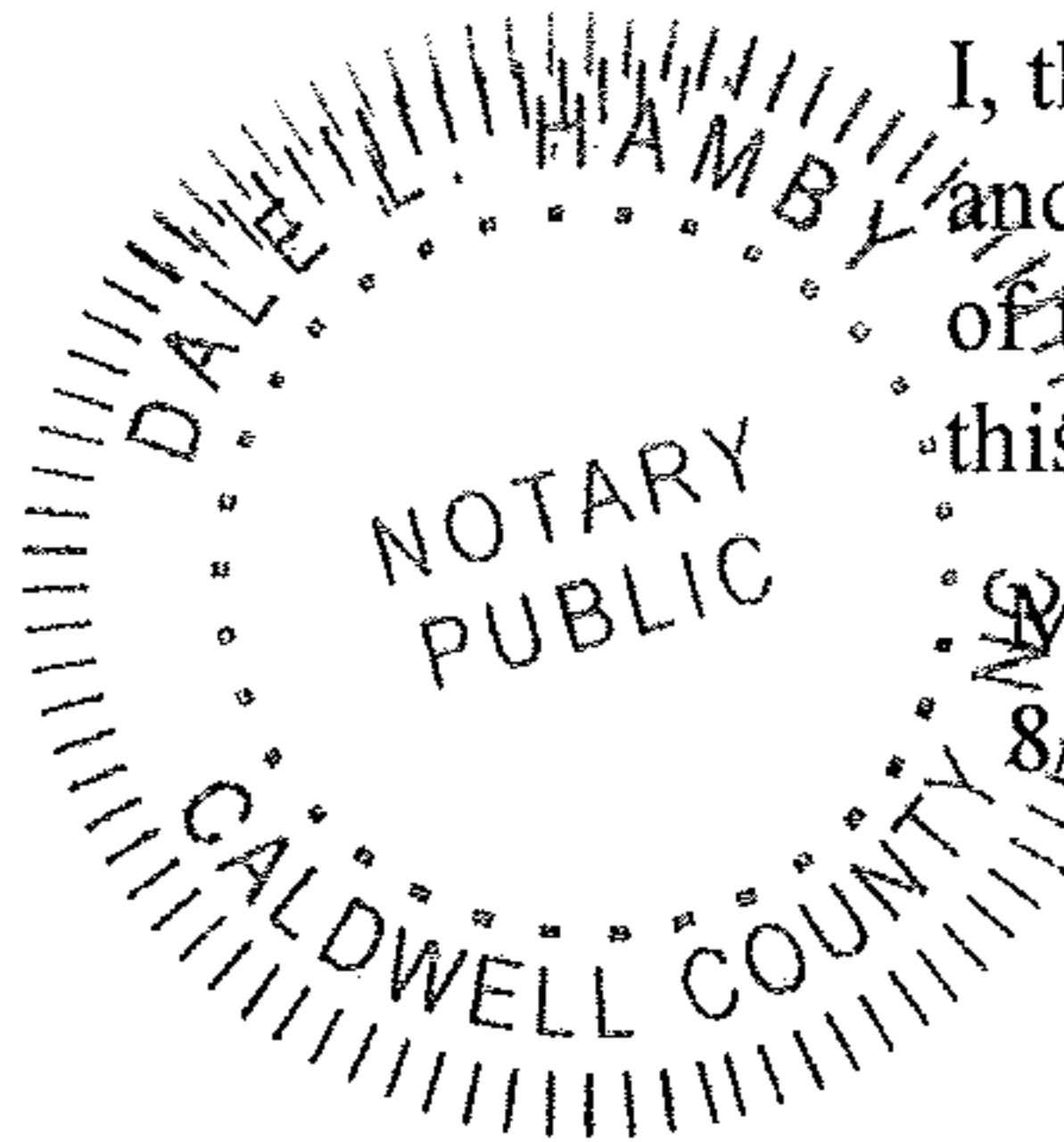
SEAL-STAMP

State of North Carolina – County of CALDWELL

I, the undersigned Notary Public of the County and State aforesaid, certify that SHERYL TAYLOR JAMES and CRAIG BOWEN JAMES personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20th day of December, 2023

My Commission Expires:
8/8/2025


Notary Public



SEAL-STAMP

State of North Carolina – County of Caldwell

I, the undersigned Notary Public of the County and State aforesaid, certify that DIANE CORNETT DEAL, individually and as Executrix of The Estate of THAD ARNEY TAYLOR, WATAUGA COUNTY CLERK OF SUPERIOR COURT FILE 23 E 319, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20th day of December, 2023.

My Commission Expires:

8/8/2025


Notary Public

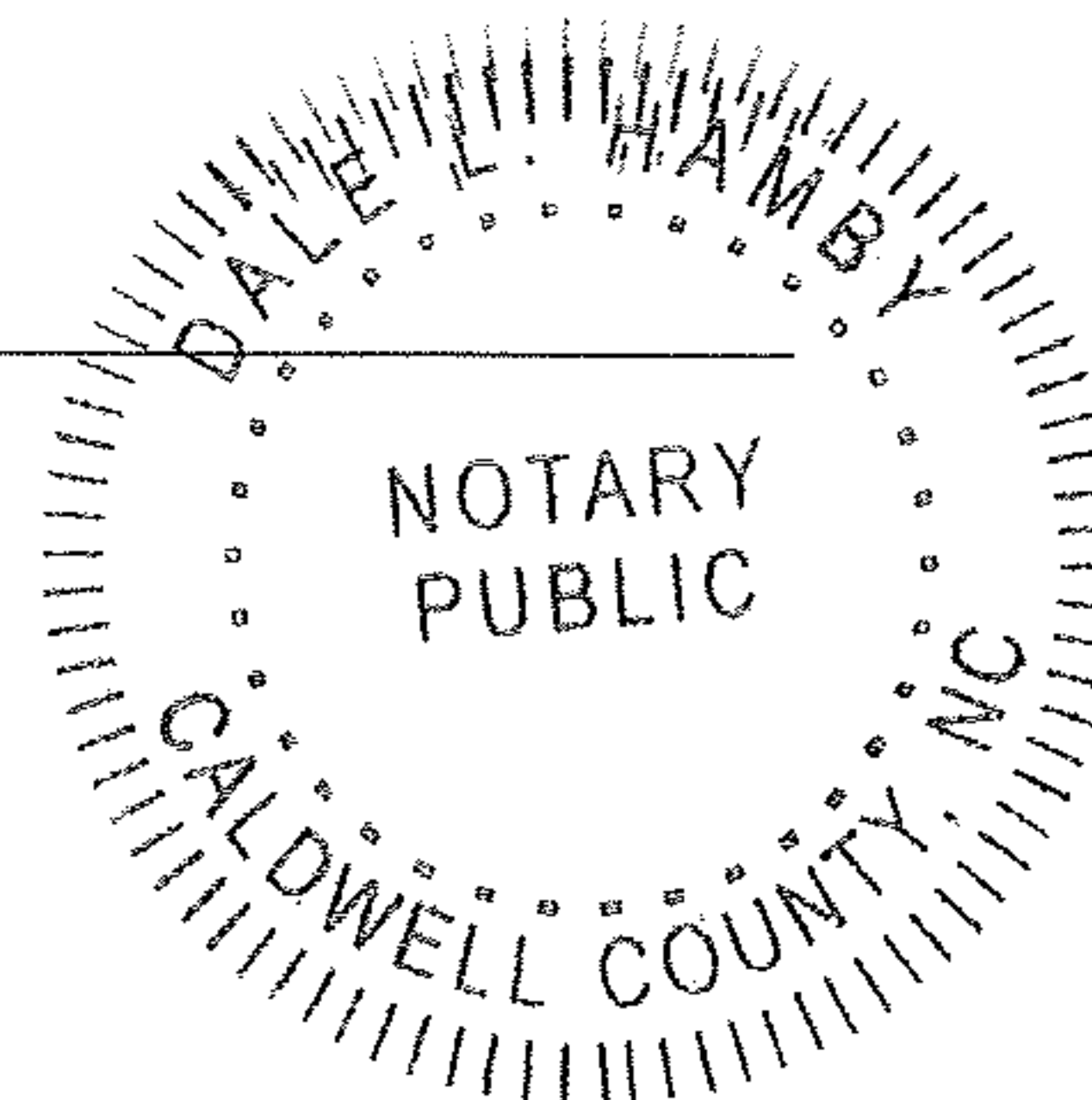


Exhibit "A"

Beginning at an iron pin located in the southern margin of Providence Lane said iron pin also being a corner of James Stewart (Deed Book 1224 Page 901) and running thence with the southern margin of Providence Lane S 86°-13'-15" E 196.50 feet to an iron pin in the western margin of Hopedale Drive and running thence with the western margin of Hopedale Drive S 5°-10'-13" W 74.46 feet to a point and thence S 1°-20'-50" E 78.53 feet to an iron pin located in the western margin of Hopedale Drive and running thence with the property of Robin Watts Yount (Deed Book 1995 Page 1922) and Martin A. Greene (Deed Book 1922 Page 1929) N 86°-13'-15" W 201.70 feet to an iron pin, a corner of James Stewart (Deed Book 1224 Page 901) and running thence with said Stewart property N 3°-46'-35" E 152.65 feet to the point of beginning. The above description contains 30,061 square feet as surveyed by James D. Ferguson, Land Surveyor dated Nov. 2, 2023.

The above description being all of Lot Nos. 8 & 9 of an unrecorded plat of Hopedale Subdivision as surveyed by Western Carolina Surveyors dated March 21, 1984.



City of Lenoir
Planning Dept
801 West Av
PO Box 958
Lenoir NC 28645



0 37.5 75 150 Feet

City of Lenoir Planning Department

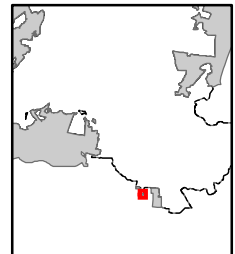
ANNEXATION PETITION MAP

Application # A 1-24
PIN # 2757372928



Existing City Limits

New Annexation Line



CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of a General Counsel Agreement between Wilson, Lackey, Rohr & Hall, P.C. and the City of Lenoir for Legal Services
- II. Background Information:** Pursuant to N.C.G.S. §160A-173 and the City's Code of Ordinances, Chapter 2, Administration, Section 2-96, City Council shall appoint a City Attorney who shall be licensed to engage in the practice of law in the state of North Carolina.

Since February 5, 2019, City Council has retained Wilson, Lackey, Rohr & Hall, P.C for legal services, and specifically Timothy J. Rohr as City Attorney.

In an effort to make their legal representation agreements for governmental clients more consistent and uniform, a new proposed General Counsel Agreement between Wilson, Lackey, Rohr & Hall, P.C. and the City of Lenoir for Legal Services is enclosed for your consideration.

Under the agreement, the City will pay a monthly retainer to the Firm in the sum of \$1,500.00 for general representation and bi-monthly council meetings. For other services rendered by the Firm which are not covered by the monthly retainer, the City will pay to the Firm the sum of \$300.00 per hour for attorneys and \$150.00 per hour for paralegals/legal assistants. Time will be charged in minimum units of .10 of an hour.

The term of the agreement begins May 1, 2024 through December 1, 2025. Either party may terminate this agreement at any time, with or without cause, upon 60 days' notice to the other party of the terminating party's intent to terminate this contract. Unless terminated by either party, this agreement will automatically renew for successive one year terms.

The Caldwell County Commission adopted a similar agreement with Wilson, Lackey, Rohr & Hall, P.C. for legal services at the April 2024 Board meeting.

- III. Staff Recommendation:** Recommend adoption of the General Counsel Agreement between Wilson, Lackey, Rohr & Hall, P.C. and the City of Lenoir for Legal Services.
- IV. Reviewed By:**
- City Attorney:**
- Main Street Director:**
- City Manager:** SH

GENERAL COUNSEL AGREEMENT
BETWEEN
WILSON, LACKEY, ROHR & HALL, P.C.
and
THE CITY OF LENOIR,
A NORTH CAROLINA BODY CORPORATE

THIS CONTRACT, made and entered into on the date it is executed by the last of the parties, by and between the City of Lenoir, a body corporate and politic existing under the laws of North Carolina (hereinafter referred to as the “City”) and Wilson, Lackey, Rohr & Hall, P.C. (hereinafter referred to as the “Firm”);

Whereas, the City wishes to retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law, as required by N.C. Gen. Stat. § 160A-173, section 4.3 of the City of Lenoir Charter, and section 2-96 of the Code of Ordinances for the City of Lenoir.

NOW, THEREFORE, for and in consideration of the sums and mutual agreements contained herein, the parties hereto agree as follows:

1. The City does hereby retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.
2. This contract exists and continues for an initial period beginning May 1, 2024 through December 1, 2025. Either party may terminate this contract at any time, with or without cause, upon 60 days’ notice to the other party of the terminating party’s intent to terminate this contract. Unless terminated by either party, this contract will automatically renew for successive one year terms.
3. The City will pay a retainer to Firm in the sum of \$1,500.00 each month, payable on the 1st day of each month. The retainer fee is for and in consideration of the following services:
 - a. Continuous availability for representation of the City both in and out of court, and availability for the performance of any legal services for the City. Time spent on representation and the performance of any legal services for the City by Firm will be billed at the hourly rates listed in section 4 of this contract, except for the regular monthly business meeting of the City.
 - b. Attendance and participation as legal counsel at the regular twice-monthly business meetings of the City as necessary, not including special, work-session, emergency, or other meetings of the City.

- c. The City will refer to the Firm all legal matters arising in the course of the business of the City and will notify the Firm of all meetings of the City and provide the Firm with a copy of agenda in advance of said meetings.
4. For such services rendered by the Firm which are not covered by the monthly retainer, the City will pay to the Firm the sum of \$300.00 per hour for attorneys and \$150.00 per hour for paralegals/legal assistants. Time will be charged in minimum units of .10 of an hour. The time charged may include, but is not limited to, court appearances, travel time, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences, drafting of pleadings, instruments, office memoranda, and correspondence, and other duties as laid out in section 2-97 of the Code of Ordinances for the City of Lenoir. Firm will use its discretion in staffing to provide services in the most economical manner possible. All time spent on the City's behalf, including time spent in telephone and email communications, will be charged to the City. Said hourly fee may be modified at the end of each term of the contract by agreement of the parties.
5. The City will reimburse Firm all actual expenses the Firm incurs in the course of such employment, including but not limited to copying costs, court fees, travel, and the cost of lodging and meals incurred while attending conferences or meetings of the NC Association of Municipal Attorneys or other similar groups, together with the annual dues for any such association. City will not be charged an hourly rate for time spent by Firm attending conferences or meetings of the NC Association of Municipal Attorneys or other similar groups.
6. For all matters regarding legal advice directly to the Lenoir Police Department, Firm will have no obligation to provide services to City and City will obtain other counsel for such services if Firm determines that it has a conflict in any such matter. This provision does not prohibit Firm from representing City on any matter where the Lenoir Police Department is a party to an Agreement or is impacted by the matter at issue, so long as Firm in its sole discretion accepts such representation of City.
7. It is understood and agreed by and between the parties hereto that the Firm will be responsible for all legal services performed pursuant to this contract and that it will perform any and all legal services requested that are within the scope of reasonable and sound legal practice. The Firm will bill to the City such services or expenses enumerated herein or performed in accordance with this agreement on a monthly basis and the City will pay for the services or expenses so billed within 30 days of receipt.

The City executed this contract by the authority of the majority vote of the City Council meeting in regular session.

IN TESTIMONY WHEREOF, the parties have executed this contract in duplicate originals, one of which is retained by each party.

ATTEST: CITY OF LENOIR

Shirley Cannon, City Clerk

BY: _____
Joseph Gibbons, Mayor

WILSON, LACKEY, ROHR & HALL, P.C.

BY: _____
David S. Lackey, President

Pre-Audit Certificate:

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

By: _____
Chief Financial Officer

Date Signed: _____

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Joseph Gibbons personally came before me this day and acknowledged that he is Mayor of the City of Lenoir, a North Carolina Body Corporate, and that by authority duly given and as the act of the City of Lenoir, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Shirley Cannon as its Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2024.

My Commission Expires: _____

Notary Public

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that David S. Lackey personally appeared before me this day and acknowledged that he is President of WILSON, LACKEY, ROHR & HALL, P.C., a North Carolina Professional Corporation, and that he, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this ____ day of _____, 2024.

My Commission Expires: _____

Notary Public