

**LENOIR CITY COUNCIL
TUESDAY, JUNE 4, 2024
6:00 P.M.**

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

ABSENT: Councilmember Ike Perkins.

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 Director Phil Harper, Public Services & Public Utilities Director Jeff Church, Public Services & Public Works Director Jon Hogan, Communication Director Joshua Harris and Intern Kate Starr.

Also in attendance was News-Topic Reporter Shelby Powell.

I. CALL TO ORDER

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

CONGRATULATIONS;

BEN LIDDY: B. On behalf of City Council, Mayor Gibbons congratulated the City's Information Technology (IT) Manager Ben Liddy upon being named the NC Local Government Information Systems Association's 2024 IT Professional of the Year at the group's 2024 Conference.

Mayor Gibbons stated City Council was proud of Mr. Liddy and thanked him for all that he does for the City of Lenoir. Mr. Liddy has served as the Senior IT Specialist for the City of Lenoir since May 2020. Mr. Liddy was appreciative of the award and the recognition by Council.

**COMMENDED; CITY
STAFF; NEON BIKE RIDE:**

- C. On behalf of City Council, Mayor Gibbons thanked Economic Development Director Brenda Floyd, Parks and Recreation Director Phil Harper, Communications Director Joshua Harris, Aquatic & Fitness Center Office Manager, Autumn Moffitt, Aquatic & Fitness Center Manager Zack Carter and Mulberry Recreation Center Director Jacob Guoit for all of their hard work in coordinating the successful Neon Bike Ride held on Friday, May 28 at the Lenoir Soccer Complex. Mayor Gibbons stated 150 riders participated in the event and everything went well.

Mayor Gibbons also expressed appreciation to the Lenoir Fire Department and Lenoir Police Department for providing safety and security during the event.

**CADET ACADEMY;
POLICE DEPARTMENT:**

- D. Mayor Gibbons shared the Police Department's first annual CADET Academy began on Monday, June 3 and ends on Friday, June 7. The Academy is for rising 6th graders through rising 10th graders and 21 students are participating in the academy.

Mayor Gibbons shared that CADET stands for C.onnect, A.chieve, D.evelop, E.ngage and T.ogether.

In addition, Mayor Gibbons stated the N.C. Forest Service brought their helicopter out to the Lenoir Soccer Complex on Monday and the students had a wonderful time and a great experience.

CONGRATULATIONS; SHERIFF

- ALAN JONES:** D. On behalf of City Council, Mayor Gibbons extended congratulations to Sheriff Alan Jones who has announced his retirement effective August 2, 2024 following 36 years of dedicated service and outstanding service in law enforcement.

CONGRATULATIONS;

- LIBBY BROWN:** E. On behalf of City Council, Mayor Gibbons also extended congratulations to Public Relations Director Libby Brown, upon her retirement from the Caldwell County School System following 32 years of dedicated and outstanding service to the community and Caldwell County Schools.

BIRTH ANNOUNCEMENT:

- F. On behalf of City Council, Mayor Gibbons congratulated David & Jarma Stevens upon their new granddaughter, Finley Grace. Councilmember Stevens thanked City Council for the recognition.

SPECIAL RECOGNITION;

CHARLES THOMAS:

- G. On behalf of City Council, Mayor Gibbons read and presented a resolution to Charles Thomas in honor and recognition of his twenty-four years of dedicated and outstanding leadership on the Board of Directors of the Foothills Regional Airport Authority.

Mayor Gibbons thanked Mr. Thomas for his service and for all the airport accomplished under his leadership. He pointed out the airport has grown and continues to be a vital part of the community. Mayor Gibbons further shared that Mr. Thomas is a licensed pilot and owns a Cessna Skyline airplane. Mr. Thomas was appreciative of the recognition. Mr. Thomas's wife, Teresa was also present at the meeting.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

FY2024-2025 ANNUAL

BUDGET:

- A. A public hearing was held to receive public comments regarding the Annual Budget for the fiscal year beginning July 1, 2024 through June 30, 2025 for the City of Lenoir. Upon conclusion of the public hearing, Council may take action on adoption of the enclosed FY2024-2025 Budget Ordinance. (A copy of the budget is available for review online at www.cityoflenoir.com/budget.)

As information, the FY2024-25 Budget is comprised of General Fund - \$23,751,580, Special District Fund - \$264,700, Tourism Development Fund - \$90,000 and Water/Sewer Fund - \$11,770,028 for a total budget of \$35,876,308.

A copy of the submitted Budget Ordinance is hereby attached to these minutes as information.

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed budget.

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

City Manager Hildebran thanked Finance Director Donna Bean along with the Department Directors for being fiscally responsible in helping to keep costs down. Mr. Hildebran stated it was much appreciated.

Mayor Gibbons also thanked Mr. Hildebran and the Department Directors for being such good stewards of the City's finances. He expressed appreciation to City Staff and remarked the City is really fortunate to have such great Staff that continually look to find ways to cut costs.

Upon a motion by Mayor Pro-Tem David Stevens, City Council voted 6 to 0 to adopt the FY2024-2025 Budget Ordinance as presented.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, May 21 as submitted.
- B. Sidewalk Café Permit; Fercott Fermentables: Staff recommends approval of the Sidewalk Café Permit Application as submitted by Fercott Fermentables, 107 Main Street SW, with the following conditions. (A copy of the application is hereby attached to these minutes as information.)
 - 1. All alcoholic beverages sold and consumed in the Fercott sidewalk café shall be in Social District containers, according to the Social District Management and Maintenance Plan.
 - 2. A 5-foot clear pedestrian path between the sidewalk adjacent to Main Street.
 - 3. The sidewalk café shall only operate during Social District hours, as outlined by the Social District ordinance (Sec. 13-92, Lenoir Code of Ordinances.)
 - 4. Any fixtures aside from the table and chairs shall be subject to the Planning Director's review.
- C. Agreement for Technical Planning Assistance (WPCOG): Staff requests approval of an Agreement between the Western Piedmont Council of Governments (WPCOG) and the City of Lenoir for the provision of Technical Planning Assistance for a two-year code enforcement period beginning July 1, 2024 through June 30, 2026 at a total cost of \$66,000. Staff further requests that the City Manager be authorized to sign the contract on behalf of the City. (A copy of the Agreement is hereby attached to these minutes as information.)
- D. Resolution of Support; ETJ Code Enforcement (WPCOG – Caldwell County): Staff recommends approval of a resolution affirming support for Caldwell County to enforce Minimum Housing and Non-residential Building Ordinances in the Lenoir Extra-Territorial Jurisdiction (ETJ.) Note: Caldwell County recently passed a minimum housing and non-residential building standards ordinance and has contracted with the WPCOG to

enforce the standards in the unincorporated areas. The WPCOG will also do housing enforcement of the County's ordinance within the ETJs of the municipalities within the County. The City of Lenoir will still issue zoning and floodplain permits and will enforce those ordinances within the ETJ. (A copy of the resolution of support is hereby attached to these minutes as information.)

- E. Construction Contract; Brushy Mountain Builders: Staff recommends awarding the construction contract for the Unity Park & Community Garden Teaching and Learning Pavilion to Brushy Mountain Builders Incorporated for a contract price of \$98,000.00. Brushy Mountain Builders has successfully completed projects with the City of Lenoir, and is the lowest, responsive, responsible bidder. (A copy of the Construction Contract is hereby attached to these minutes as information.)
- F. Resolution; Charles Thomas: Approval of a resolution in honor and recognition of his twenty-four years of dedicated and outstanding leadership on the Board of Directors of the Foothills Regional Airport Authority. (A copy of the resolution is hereby attached to these minutes as information.)

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt items A through F on the Consent Agenda as described above and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

FY2024 ACTION PLAN & FY2024 UNIFOUR CONSORTIUM HOME PROGRAM:

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments (WPCOG), held the second of two public meetings to receive public comments regarding the proposed FY2024 Action Plan and the FY2024 Unifour Consortium HOME Plan as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour Consortium HOME program and its use of Community Development Block Grant (CDBG) and HOME funds for the fiscal year 2024, beginning July 1, 2024 and ending June 30, 2025. The City of Lenoir serves as the lead entity for the Unifour Consortium. The City received \$138,743 in CDBG funds which will be used for Public Facility Improvements. The City of Lenoir as lead entity for the Unifour Consortium received \$951,716 which will be used for Assistance to First Time Home Buyers, financing of Multi-Family Housing Projects, and funding of Community Housing Development Organizations, (CHODO's).

Mr. Oxford reiterated the City of Lenoir is an entitlement City and the programs are funded each year by DHUD. He explained the Consortium was formed in 1999 and is comprised of the counties of Alexander, Burke, Caldwell and Catawba. The City of Lenoir distributes funding requests for the Consortium.

Mr. Oxford reported funding as follows:

Total HOME Funding for FY2024	\$951,716.00
Total Estimated Program Income	<u>\$400,000.00</u>
Total Project Resources	\$1,600,690.00

Mr. Oxford stated the deadline to submit the two plans to DHUD is June 30, 2024. He noted the two required public meetings were held on March 5 and June 4. The 30-day public comment period began in February 2024.

FY2024 ACTION PLAN & UNIFOUR CONSORTIUM HOME PROGRAM:

1. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the second of two public meetings to receive public comments regarding the FY2024 Action Plan of the City of Lenoir and the Unifour Consortium HOME program as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour Consortium HOME program and its use of Community Development Block Grant (CDBG) for the fiscal year 2024, beginning July 1, 2024 and ending June 30, 2025.

Mr. Oxford also reviewed funding for the HOME program, which assists first time homebuyers with down payment assistance. Currently, there are 40 first time home buyers in the four county region. He stated they also estimate receiving \$300,000 from DHUD for this program. Since its inception in 1995, this program has been funded every year and has assisted 3,000+ families. Mr. Oxford further shared the down payment assistance has increased from \$5,000 to up to \$30,000 per house, which equals to 20% of the purchase price. These funds can also be used to purchase existing homes. He explained that homebuyers have to meet DHUD's guidelines for individuals with low to moderate income. Mr. Oxford also stated, should a homebuyer sell their property within a ten-year time frame, they are required to repay the down payment assistance funding which then goes back into program income to be used by DHUD.

Additionally, Mr. Oxford also explained developers may apply for a low interest loan for multi-family housing projects. The developers design the project, finalize their funding and submit a letter of commitment for the project. If the project is funded, the developers may receive tax credits. Mr. Oxford shared the multi-family projects provide a percentage of rentals for senior citizens and individuals that qualify for the income guidelines. It was noted the City of Lenoir previously had two multi-family housing projects that received funding which are Veridian and Arbor Glen. Also, Mr. Oxford explained that CHODO funding also assists non-profit organizations such as Habitat for Humanity and is further used for administrative program funding, staff, advertising, etc.

There being no further participation, Mayor Gibbons closed the public hearing and thanked Mr. Oxford for the good report.

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to adopt the Action Plan and the Unifour Consortium HOME plan as presented by Rick Oxford, Plan Administrator.

CAPITAL PROJECT BUDGET ORDINANCES:

- B. Capital Project Budget Ordinances; City Staff and Rick Oxford, Plan Administrator, recommends approval of the following four (4) Capital Project Budget Ordinances as presented.
 1. Approval of the Capital Project Budget Ordinance for the FY2024 Unifour Consortium HOME Program in the amount of \$1,351,716 as submitted.
 - *Mr. Oxford reported the following revenues are anticipated to be available for the Capital Project Budget Ordinance for the 2024 Unifour Consortium HOME Program in the amount of Revenue from HOME Program \$951,716 and Anticipated Program Income in the amount of \$400,000 for

a total amount of \$1,351,716. The expenditures equal the same amount.

2. Approval of the Capital Project Budget Ordinance for the FY2024 Community Development Block Grant (CDBG) Program in the amount of \$138,743 as submitted.
* Mr. Oxford reported the \$138,743 in CDBG funds will continue to be used for improvements at The Campus that includes the band building, gymnasium, auditorium and Mack Cook Stadium.
3. Approval of the 2021 HOME-ARP Substantial Amendment Capital Project Budget Ordinance in the amount of \$4,182,773 as submitted.
* Mr. Oxford reported the \$4,182,773 2023 HOME-ARP Substantial amendments will be moved to Supportive Services and Admin and Planning for accounting purposes.
4. Approval of the 2023 Unifour Consortium HOME Program Substantial Amendment Capital Project Budget Ordinance in the amount of \$1,500,690 as submitted.
*Mr. Oxford reported the Community Development Staff recommends approval of a Substantial Amendment to HUD for the 2023 HOME Action Plan to move \$270,000 in Program Income funds from the Multi-Family Assistance to the Downpayment Assistance allocation in order to better allocate funds.

A copy of the four budget amendments are attached to these minutes as information.

Mr. Oxford explained that amendments to the Action Plan are required when creating or deleting existing projects, or moving substantial sums of money from one project to another.

Some discussion centered on the requests for the Capital Project Budget Ordinances and the details given for moving the funding between accounts. Councilmember Perdue referred to the funding amount of \$672,000 being moved to Support Services and expressed concern that Staff not permit the funding for Multi-Family Housing Assistance to get considered as overhead.

Councilmember Beal inquired if it was a common practice to move funds between accounts with Mr. Oxford clarifying that it was. Mr. Oxford briefly explained that this step allows more flexibility with what the funds can be used and gave an example of Tenant Based Rental Income (TBRI) which is a contract between the City, the landlord and the tenant. He mentioned they can provide clients with funding for brief hotel stays, transportation, etc. Mr. Oxford verified there is sufficient funding in the budget to fund all of the projects that were discussed.

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to adopt the four (4) Capital Budget Ordinances as described above and as recommended by Rick Oxford and City Staff.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

FOOTHILLS REGIONAL AIRPORT

AUTHORITY: 1. The Foothills Regional Airport Authority will meet on Wednesday, June 5 at noon at the airport facility.

SUMMER CONCERT

SERIES: 2. A Summer Concert series begins on Friday, June 7 from 7:00 p.m. – 10:00 p.m. at the downtown stage area with the band “Off the Record” performing. On Friday, June 14, the band “Black Tie” is scheduled to perform.

CITY/COUNTY SERVICES

COMMITTEE: 3. The City/County Services Committee will meet on Monday, June 10 at noon at the J.E. Broyhill Civic Center.

ECONOMIC DEVELOPMENT

ADVISORY BOARD:

4. The Economic Development Advisory Board will meet on Tuesday, June 11 at 8:15 a.m. at the J.E. Broyhill Civic Center.

ABC BOARD: 5. The ABC Board will meet on Thursday, June 13 at 2:00 p.m.

LENOIR BUSINESS

ADVISORY BOARD:

6. The Lenoir Business Advisory Board will meet on Thursday, June 13 at 6:00 p.m. at City Hall, Third Floor.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD APPOINTMENTS/

RE-APPOINTMENTS:

A. Board Appointments/Re-Appointments: Mayor Gibbons presented the following individuals for consideration of approval by City Council for appointment/re-appointment to the City of Lenoir's Authorities/Boards/Commissions as follows:

APPOINTMENTS – JULY 1, 2024

ABC Board (3-Year)

Steven Stewart - re-appointment

Foothills Airport Authority (2-Year)

Tom Smith – new appointment

Lenoir Housing Authority (5-year)

Ben Boaz - re-appointment

Pete Kidder (2026) – new appointment

Business Advisory Board (3-Year)

Tim Biddix - re-appointment

Mark Transou - re-appointment

Matt Underwood - re-appointment

Amy Adams - new appointment

Planning Board/Historic Preservation Commission (3-year)

Edward Terry - new appointment

Marta Lazo - re-appointment

Lucy McCarl - re-appointment

Board of Adjustments (3-year)

Leah Hamilton – re-appointment
Tim Scobie - re-appointment
Curtis Baker (Full membership) – re-appointment
Dontrell Parson – Alternate – new appointment

Recreation Advisory Board (2-year)

Darrin Foddrell - new appointment
Darryl Lipford - re-appointment
Charlie Pilkenton – new appointment

Lenoir Tourism Development Authority (4-year)

Angela Johnson (Lodging) – re-appointment
Jennifer Barlow (Lodging) – new appointment
Julie Phan Bentley (Lodging) –new appointment

As information, Mayor Gibbons explained that, according to state statutes, individuals have to be serving in the tourism industry in order to serve on the Lenoir Tourism Development Authority.

Mayor Gibbons stated he has spoken with all of the appointees and they are all willing to serve. He also stated clarified which appointees were new appointments and which were re-appointments.

Upon a motion by Councilmember Thomas, City Council voted 6 to 0 to adopt the list of board appointees as listed above and as presented by Mayor Gibbons. All of these board appointments become effective July 1, 2024.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:50 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2024– June 30, 2025

Section 3. That for said fiscal year there is hereby appropriated as expenditures of the Water & Wastewater Fund the following:

<u>DEPARTMENT/DIVISIONS</u>	<u>APPROPRIATION</u>
Admin/Engineering	\$ 625,706
Utilities Maintenance	\$ 414,700
Rhodhiss Water Treatment Plant	\$ 3,306,278
Water Distribution	\$ 2,366,447
Wastewater Collection	\$ 1,842,826
Wastewater Pretreatment	\$ 203,656
Gunpowder Wastewater Plant	\$ 984,868
Lower Creek Wastewater Plant	\$ 2,025,547
Total	<u>\$ 11,770,028</u>

Section 4. There is hereby levied for the fiscal year ending June 30, 2025, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2024, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property as set forth in the foregoing estimates of the General Fund revenues and in order to finance the foregoing General Fund appropriations.

General Fund.....\$.57 cents tax rate per one hundred dollars assessed valuation.

Rescue Readiness Tax.....\$.0085 cents tax rate per one hundred dollars assessed valuation.

Said General Fund tax rates are based on an estimated total appraisal value of real and personal property for the purpose of taxation of \$2,457,644,612 with an assessment ratio of one hundred percent (100%) of appraised value and estimated collection rate of 97.8%. Said collection rates are based on the actual 2022-2023 collection rates.

Section 5. That for said fiscal year there is hereby appropriated as expenditures of the special Downtown Tax District Fund for the operation of the Economic Development/Main Street Lenoir program and Tourism Development.

<u>Fund</u>	<u>Estimated Revenues</u>	<u>Fund Balance Appropriated</u>	<u>Total Budget</u>	<u>Appropriated</u>
Special Downtown District	\$ 264,700	\$ -	\$ 264,700	\$ 264,700
Tourism Development	\$ 90,000	\$ -	\$ 90,000	\$ 90,000
TOTAL	<u>\$ 354,700</u>	<u>\$ -</u>	<u>\$ 354,700</u>	<u>\$ 354,700</u>

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2024– June 30, 2025

Section 6. There is hereby levied for the fiscal year ending June 30, 2025, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2024, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year’s listed and registered property set forth in the foregoing estimates of Special Downtown District Fund revenues and in order to finance the foregoing Special Downtown District Fund appropriations.

Special Downtown District.....\$.20 cents tax rate per one hundred dollars assessed valuation.

Said Special Downtown District tax is based on an estimated total appraised value of property for the purpose of taxation of \$17,000,000 with an assessment ratio of one hundred percent (100%) of appraised and registered real and personal property value. The estimated collection rate is 97.8%.

Section 7. It is estimated that \$90,000 in revenue will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Section 8. Water & Sewer rates are established to be effective July 1, 2024 according to the following schedule:

Water Inside Corporate Limits	
0 -1,000 gallons	\$12.12
Over 1,000 gallons	\$3.83 per 1,000 gallons
Sewer Inside Corporate Rates	
1 - 1,000 gallons	\$10.62
Over 1,000 gallons	\$4.50 per 1,000 gallons
Water Outside Corporate Limits	
0 - 1,000 gallons	\$24.23
Over 1,000 gallons	\$7.67 per 1,000 gallons
Sewer Outside Corporate Limits	
0 -1,000 gallons	\$21.25
Over 1,000 gallons	\$9.01per 1,000 gallons
Resale Water	
\$2.56 per 1,000 gallons	
Resale Sewer	
\$4.45per 1,000 gallons	

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2024– June 30, 2025

Section 9. Salaries & wages accounts provide for funding of all budgeted employee positions and City Council.

Section 10. The City Manager and Finance Director shall notify the City Council of any items of over-expenditure or shortfalls in revenue on a timely basis throughout the fiscal year. Request for appropriations not contained in the Budget Ordinance will be presented to Council after a review of the necessary revenue sources to offset the expenditure has been conducted by the Finance Director. Recommended budget amendments will be presented to the Council at the time the request for appropriation is submitted by the Finance Director.

Section 11. Copies of this Budget Ordinance shall be furnished to the Finance Director and the City Manager of the City of Lenoir, North Carolina, to be kept on file by them for their direction in the collection of revenues and the expenditures of amounts appropriated.

Section 12. The City Manager is authorized to amend the budget by transfer of appropriations within each fund. All amendments affecting revenues or total fund appropriations shall be approved by ordinance by the City Council, to be acted on at any regular or special meeting and approved by a simple majority of those present and voting, a quorum being present. Only one reading will be required and a public hearing or publication of notice is not necessary unless requested by Council.

Adopted this 4th day of June, 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE CITY OF LENOIR
FOR THE PROVISION OF
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2024- JUNE 30, 2026

This AGREEMENT, entered into on this the first day of July, 2024, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

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

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

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

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

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

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

3. Compensation. That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed \$66,000.00 (Sixty-six thousand dollars) during the period beginning July 1, 2024 and ending June 30, 2026. These fees will be billed in quarterly payments.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2024 and ending June 30, 2026.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

ATTACHMENT A
CITY OF LENOIR
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2024 – JUNE 30, 2026
WORK PROGRAM/BUDGET

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

WORK PROGRAM

1. Zoning, Subdivision, Flood Plain Code Management

Technical assistance will be provided one day per week.

Technical assistance will be provided in the administration of the City's Zoning Ordinance, Subdivision Regulations, and the Flood Plain Ordinance. Technical planning advice and opinions will also be provided with approval of the Planning Director to the City Council, City Manager, Planning Board and Board of Adjustment, as well as assistance to the public in interpretation of permitting and amendment regulations will be provided.

2. Minimum Housing Support

Technical assistance will be provided in a supporting role to the code enforcement official as directed by the Planning Director.

3. Other Duties as Directed by City Manager or City Council

It is understood that priority changes and/or substitutions may be made by the City Manager or City Council as needed in other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

BUDGET

The contract budget, including all salaries, fringe benefits, travel expenses and indirect costs, totals \$66,000 (Sixty-six thousand dollars) during the period beginning July 1, 2024 and ending June 30, 2026. These fees will be billed in quarterly payments.

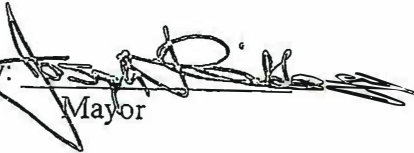
Tuesday, June 4, 2024

Minutes-City of Lenoir Council Meeting

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

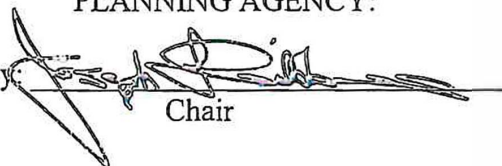
LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: 
Mayor

By: _____
Executive Director

By: 
City Manager

PLANNING AGENCY:
By: 
Chair

Pre-audit statement:

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

By: 
Local Government Finance Officer

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL



CITY MANAGER
SCOTT E. WILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

CITY OF LENOIR
RESOLUTION OF SUPPORT FOR ENFORCING CALDWELL COUNTY'S MINIMUM
HOUSING AND NON-RESIDENTIAL BUILDING STANDARDS ORDINANCE IN THE
LENOIR EXTRA-TERRITORIAL JURISDICTION

WHEREAS, on May 13, 2024, the Caldwell County Board of Commissioners officially adopted the Minimum Housing and Non-Residential Building Standards Ordinance; and

WHEREAS, the adopted Ordinance has been filed in the Office of the Caldwell County Clerk; and

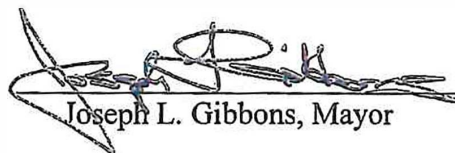
WHEREAS, by contract, Caldwell County's Code Enforcement is provided by the Western Piedmont Council of Governments (WPCOG); and

WHEREAS, the WPCOG's Code Enforcement Division is requesting permission to enforce the provisions of the Minimal Housing and Non-Residential Building Standards Ordinance in the ETJ of Lenoir; and

NOW, THEREFORE, BE IT RESOLVED that the Lenoir City Council grants permission for the WPCOG Code Enforcement Officers to enforce the provisions of the Minimal Housing and Non-Residential Building Standards Ordinance in the ETJ of Lenoir.

SEAL

Adopted this the 4th day of June, 2024.


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made as of _____ (the "Effective Date") between the City of Lenoir ("City"), 801 West Avenue, Lenoir, NC 28645, and Barrs Recreation ("Contractor"), 36 Diane Street, Pittsboro, NC 27312, for the Zacks Fork Splash Pad Project per City of Lenoir Contractor Bid Form submitted by Contractor on April 24, 2024, and becoming part of this agreement as Exhibit A.

City and Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, Drawings, Plans, Specifications, and Terms and Conditions, all of which form the Contract between the parties, and are as fully a part of the Contract as if attached to this Agreement. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. Any materials furnished to the Contractor shall remain the property of the City and Contractor will promptly return all such materials to City upon completion of the work.
2. **THE WORK.** Contractor shall furnish labor, material and services so as to fully execute the Work described in the Contracts Documents. The Work is generally described as turn-key construction of a splash pad at the City of Lenoir's Rotary Soccer Complex, complete with site work and restoration, necessary utility connections, concrete placement, and testing and commissioning, located at 1050 Zacks Fork Road, Lenoir, North Carolina 28645.
3. **CONTRACT TIME.** Contractor agrees that the Work will be complete, tested, accepted by the City, and ready for final payment within one-hundred fifty (150) calendar days from the Notice to Proceed date. Contractor further agrees to commence the Work within fourteen (14) days of notification by the City. The Contractor shall submit, at least one week prior to beginning work, a construction schedule listing estimated start and completion dates of work.
4. **LIQUIDATED DAMAGES.** Contractor agrees to pay the City \$500.00 per calendar day for each and every day beyond the date of final completion that the Work is not complete, accepted, and ready for final payment.
5. **CONTRACT SUM-PAYMENTS.** City shall pay the Contractor the lump sum price agreed upon per the Contractor's bid dated April 24, 2024. Progress Payments shall be as follows:

- a. City may consider monthly progress payments as work progresses provided the Contractor has submitted an acceptable Schedule of Values listing project components in sufficient detail to allow the measurement and quantification of work claimed for payment.
- b. Retainage from progress payments will be withheld in accordance with NCGS 143-134.1.
- c. Interest in the amount of 1 ½% (18% per annum) per month shall be added to any invoice not paid when due.
- d. The Contract Sum may be adjusted through executed change order to reflect changes in the work or contract times.

6. TERMINATION.

- a. City may terminate the agreement if the Contractor, after notice and a thirty (30) day opportunity to cure,
 - 1) Refuses or fails to supply a sufficient number of properly skilled workers or proper materials so as to complete the Work in a timely manner;
 - 2) Fails to make payment to subcontractors for materials or labor as required by its contracts with its subcontractors;
 - 3) Disregards applicable laws, statutes, ordinances, codes, rules and regulations;
 - 4) Fails to complete the Work in the time and manner provided for in this Agreement; or
 - 5) Is otherwise guilty of a substantial breach of the Contract Documents.
- b. Contractor may terminate the Agreement if
 - 1) The Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor or its subcontractor;
 - 2) City fails to pay Contractor as required under this Agreement; or
 - 3) The failure of the City to make the work site available.

- 7. COMPLIANCE WITH LAWS.** Contractor shall perform the Work in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

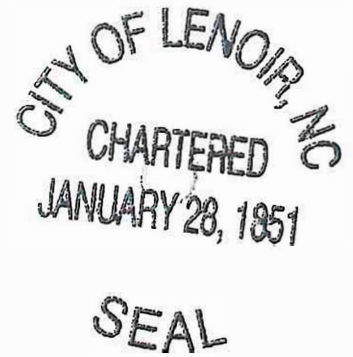
8. **MATERIALS AND/OR LABOR PROVIDED.** Prior to beginning the Work, Contractor shall provide to the City a list of each and every party furnishing materials and /or labor to Contractor in furtherance of the performance of the Work. This list of materials and/or labor providers shall be attached to this Agreement as Exhibit B. Contractor represents and warrants that the list is a true and correct statement of each and every party providing materials and/or labor as part of the Work. Further, Contractor shall provide a list of all subcontractors, also included in Exhibit B, and shall demonstrate that to the extent they are required to do so, they are licensed in the State of North Carolina to perform the work for which they have been subcontracted by Contractor. The Contractor shall assume all responsibilities for subcontractor including but not limited to performance and insurance. Owner and Contractor agree that Statewide Title shall serve as lien agent for the project.
9. **CHANGES IN THE WORK.** Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by written Change Order, signed by both parties, stating their agreement on (a) the change in the Work, (b) the amount of the adjustment in the Contract Sum, and (3) the extent of the adjustment, if any, in the Contract Time. Such Change Orders shall become part of the Contract. In the event the cost of a Change Order is not known at the time a Change Order is executed, Contractor shall furnish to City a good faith estimate of the cost thereof. City shall pay the actual cost whether or not this cost is in excess of the estimated cost. Contractor understands and agrees that it shall not request payment from the City for changes or modifications to the Work that are not set forth in a written, fully executed Change Order.
10. **PERMITS.** The Contractor shall be responsible for any and all permits required for completion of the work.
11. **INSURANCE.** Before work begins under this agreement, Contractor shall furnish certificates of insurance, including the City of Lenoir as additionally insured, substantiating that Contractor has in place valid insurance covering its full liability under the Workers' Compensation laws of the State of North Carolina and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in performing the Work.
12. **CONFIDENTIALITY.** Contractor, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner, any information that is proprietary to the City of the terms of the Contract. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This

provision will continue to be effective after the termination of the Contract. Upon termination of the Contract, Contractor will return to the City all records, notes, documentation, and other items that were used, created, or controlled by Contractor during the term of this Agreement.

13. **INDEMNIFICATION.** To the fullest extent permitted by North Carolina law, Contractor shall indemnify the City against, hold it harmless, and defend the City from all claims, loss, damage, liability, and expense, including but not limited to attorney's fees, arising out of Contractor's performance of the Work. Contractor shall not provide indemnity against claims or losses deemed to be caused by the sole negligence or willful misconduct of the City or the City's agents or employees.
14. **WARRANTY.** Contractor warrants to the City that the Work will be performed in a good and workmanlike manner, and that the materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents permit or require otherwise. Contractor further warrants that the Work will conform at a minimum to the requirements of the Contract Documents and industry standards for similar work. Manufacturer's warranties and Contractor's warranties shall be considered a Contract close-out document and shall be submitted to the City prior to release of final payment.
15. **ACCESS TO AND PROTECTION OF WORKSITE.** The City shall provide access to the worksite to the Contractor. Contractor shall provide temporary fencing, screening, or other means necessary to prevent the public from accessing the site during construction. Contractor shall maintain the worksite in a clean and orderly manner and remove on a daily basis, all debris in order to maintain work conditions so as not to cause health or safety hazards.
16. **INSPECTION.** City and its designees shall have the right to inspect the Work, but are not required to do so. Those portions of the Work that require inspection, testing, and/or certification as a condition of governmental approval, shall be inspected, tested, and/or certified before the Work continues. All testing and certifications will be done at Contractor's expense. Contractor shall promptly correct work that fails inspection, testing, and/or certification or that is otherwise rejected by the City.
17. **SAFETY.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Contract.

18. **REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of North Carolina, if a party defaults by failing to substantially perform any provision, term or condition of the Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. The written notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have thirty (30) days from the effective date of said notice to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
19. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be superseded to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
20. **SEVERABILITY.** If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **AMENDMENT.** The Contract may only be modified or amended in writing and such modification or amendment shall be effective when signed by the parties obligated under the amendment or modification.
22. **GOVERNING LAW.** The Contract shall be construed in accordance with, and governed by the laws of the State of North Carolina, regardless of the choice of law provisions of North Carolina or any other jurisdiction.

23. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph.
24. **NO WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. **CLAIMS AND DISPUTES.** The parties submit to the jurisdiction of the courts of North Carolina. Both parties agree that only the courts of Caldwell County, North Carolina shall have jurisdiction over this Contract and any claims or disputes arising out of this Contract or the Work. The prevailing party shall be entitled to recover its attorneys' fees actually and reasonably incurred.
26. **SIGNATORIES.** The parties represent and warrant the persons executing this Agreement on their behalf are fully authorized to do so and have the authority to bind their respective party as set forth in the Contract.



OWNER:

City of Lenoir, NC

By: [Signature]

City Manager
Title

CONTRACTOR:

Barrs Recreation, LLC

Contractor's NC License No: 77572 (under John Barrs)

By: Ashley Barrs

Authorized Corporate Officer

Sr. Sales Consultant

Title

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: Conna Bean

Title: Finance Director

Date: 5-28-24

Approved as to Form:

By: [Signature]

Title: Attorney

Date: 6/3/24

Exhibit A: Contractor's Bid Submittal

Exhibit B: (to be supplied by Contractor)
List of Material and Labor providers
List of Subcontractors (if applicable)

Certificates of Insurance (attach)



36 Diane Street
Pittsboro, NC 27312

Quotation

Date	Estimate #
4/24/2024	17998

Name / Address
Lenoir Parks and Rec PO Box 958 Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	

Item	Description	Qty	U/M	Rate	Total
Vortex Installation	Custom splashpad design as shown in documents. Freight included. Installation of your commercial equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An owner representative must be on site when the install crew arrives to confirm layout of the equipment. In atypical soil situations where rock/concrete are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **Unless otherwise indicated, this does not include Permit Fees Installation of a splashpad with concrete pad, nozzles, piping, water connection, controller, drain to sewer, concrete sidewalk, and related appurtenances. Final surface restoration shall be accomplished through permanent seeding and mulching of disturbed areas	1	ea	89,000.00 205,000.00	\$9,000.00T 205,000.00T
Hub 1	Barrs Recreation - certified with the North Carolina Department of Administration as a Minority and Women Business Enterprises (MWBE) Historically Underutilized Business (HUB) and listed in the Statewide Uniform Certification (SWUC) Program database.			0.00	0.00
811	1)811 Locate is ordered by Barrs Recreation prior to each job that requires digging. 811 can only mark public utility lines. It is the responsibility of the Purchaser to clearly mark all private lines before we arrive to the site. Barrs Recreation is not responsible for damage to unmarked private lines. Unmarked private lines could result in additional installation fees.	1	ea	0.00	0.00

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal

Sales Tax (6.75%)

Total

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

Tuesday, June 4, 2024

Minutes-City of Lenoir Council Meeting



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

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 have ADDITIONAL INSURED provisions or 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 Pelnik Insurance 100 Ridgeview Drive Suite 100 Cary NC 27511		CONTACT NAME: Steven Stacy PHONE (A/C, No, Ext): (919) 459-8000 FAX (A/C, No): (866) 714-3576 E-MAIL ADDRESS: Steve.Stacy@Pelnik.com	
INSURED Barrs Recreation LLC 36 Diane Street Pittsboro NC 27312		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2441525662 **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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	B044994	05/05/2024	05/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		B044994	05/05/2024	05/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	B044994	05/05/2024	05/05/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	B062552	05/05/2024	05/05/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Lenoir is an additional insured with respect to the General Liability when required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lenoir
 801 West Ave. NW

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

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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. ROBERS
D. F. STEVENS
C. D. THOMAS

Resolution Honoring Charles Thomas

WHEREAS, the Foothills Regional Airport was built in 1944 by the US Army Corps of Engineers and was originally owned by the cities of Lenoir and Morganton; and

WHEREAS, in the year 2000, the North Carolina Generally Assembly created the Foothills Regional Airport Authority, transferring ownership of the airport to the City of Lenoir, Caldwell County, City of Morganton, and Burke County governments; and

WHEREAS, the Authority board consists of eight members who are residents of either Burke or Caldwell County and one elected official from each local government; and

WHEREAS, Lenoir Mayor David Barlow recommended that Charles Thomas serve on the Foothills Regional Airport Authority Board, and the City of Lenoir Council appointed him to the Board in 2000, the same year the Authority was created; and

WHEREAS, while serving on the Board, Charles helped guide the growth and development at the airport including lengthening and widening the runway and bringing modern renovations and improvements to the facility; and

WHEREAS, Charles has a pilot's license and owned a Cessna 182 Skylane single-engine, four-seat airplane which he stored for many years in a rented hanger at the Foothills Regional Airport and on which Charles and his wife took many trips to the North Carolina coast, Nashville, and other regional destinations; and

WHEREAS, Charles is retiring from the Foothills Regional Airport Authority effective June 30, 2024, after two-plus decades of being a member.

NOW THEREFORE BE IT RESOLVED, I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council and all our citizens, do hereby thank Mr. Charles Thomas for his 25 years of dedicated service on the Board of Directors of the Foothills Regional Airport Authority. His passion for flying and aviation and his dedication to the Airport Authority will be remembered always.

This the 4th day of June 2024.

SEAL


Joseph L. Gibbons, Mayor



CITY OF LENOIR
2024 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M24-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2024 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue from HOME Grant	\$ 951,716.00
Anticipated Program Income	400,000.00
Total Revenues	<u>\$1,351,716.00</u>

Section 4. The following amounts are appropriated for the project:

Downpayment Assistance (HOME Funds)	\$ 416,569.00
Downpayment Assistance (From Program Income Funds)	360,000.00
Program Income Administration	40,000.00
HOME CHDO (From HOME Grant HOME Funds Allocation)	238,000.40
Multi-Family Housing	201,975.00
General Program Administration	<u>\$ 95,171.60</u>
Total Expenditures	<u>\$1,351,716.00</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 4th day of June, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
2024 COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-24-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2024 CDBG Entitlement Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenues

Community Development Block Grant	\$138,743.00
Total Revenues	\$138,743.00

Section 4. The following amounts are appropriated for the project:

Expenditures

Public Facilities (Lenoir High School)	\$110,994.40
Program Administration	27,748.60
Total Expenditures	\$138,743.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

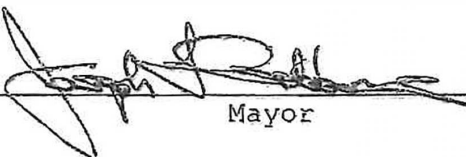
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 4th day of June, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
2023 HOME-ARP SUBSTANTIAL AMENDMENT
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#M21-DP370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2021 HOME-ARP Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

<u>Revenues</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
HOME-ARP Grant	\$4,182,773.00	0.00	\$4,182,773.00
Total Revenues	\$4,182,773.00		\$4,182,773.00

Section 4. The following amounts are appropriated for the project:

<u>Expenditures</u>			
Supportive Services	\$2,927,953.10	+627,409.95	\$3,555,363.05
TBRA	627,409.95	-627,409.95	0.00
Admin and Planning	627,409.95		627,409.95
Total Expenditures	\$4,182,773.00	0.00	\$4,182,773.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 4th day of June, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
 2023 UNIFOUR CONSORTIUM HOME PROGRAM SUBSTANTIAL AMENDMENT
 CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M23-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2023 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$1,200,690		\$1,200,690
Anticipated Program Income	300,000	0	300,000
Total Revenues	\$1,500,690	0	\$1,500,690

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	\$ 91,121		91,121
Downpayment (From PI)	0	+270,000	270,000
Multi-Family (From PI)	270,000	-270,000	0
Program Income Admin	30,000		30,000
HOME CHDO (HOME)	420,000		420,000
Multi-Family Housing	569,500		569,500
General Program Admin	120,069		120,069
Total Expenditures	\$1,500,690	0	\$1,500,690

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

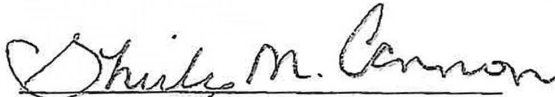
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 4th day of June, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL