

**AGENDA
CITY OF LENOIR
COMMITTEE OF THE WHOLE
801 WEST AVENUE
TUESDAY, JUNE 25, 2024
8:30 A.M.**

I. CALL TO ORDER

II. CITIZEN COMMENT

III. COMMITTEE ITEMS

A. Update; Public Services Public Works Director Jon Hogan

B. Update; Public Services Public Utilities Director Jeff Church

1. Mueller; Subscription Quote: Staff recommends City Council approve the three-year sales quote with Mueller for the online customer portal and dashboard VXsmart by VertexOne. The current contract with Mueller expires in September 2024.

IV. COMMUNITY DEVELOPMENT

A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, June 13. Brenda Floyd, Main Street & Economic Development Director will present a report of the meeting. Minutes of the May 9, 2024 meeting are submitted as information.

B. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Tuesday, June 18. Minutes of the March 14 meeting were submitted as information. Brenda Floyd, Main Street & Economic Development will present a report of the meeting.

C. Planning Board: The Planning Board will meet on Monday, June 24. Hannah Williams, Planning Director will present a report of the meeting.

D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board did not meet in June. Phil Harper, Parks & Recreation Director will present an update of current activities and projects.

V. FINANCE & ADMINISTRATION

A. Update –Donna Bean, Finance Director

1. May Financial Summary – Finance Director Donna Bean

2. Capital Project Budget Ordinance; State Capital Infrastructure Fund (SCIF): Staff recommends City Council adopt the Capital Project Budget Ordinance to authorize activities for the SCIF Grant projects -#10235 for various projects as detailed within the budget ordinance in the total amount of \$2,425,000 as submitted.
 3. Capital Project Budget Ordinance; State Capital Infrastructure Fund: Staff recommends City Council adopt the Capital Project Budget Ordinance to authorize activities for the SCIF Grant projects in the total amount of \$500,000 for capital purchases for the Fire Department as submitted.
 4. Capital Project Budget Ordinance; State Capital Infrastructure Fund: Staff recommends City Council adopt the Capital Project Budget Ordinance to authorize activities for the SCIF Grant project in the total amount of \$1,000,000 to include expenditures for the LHS Improvements Project as submitted.
 5. Capital Project Budget Ordinance for BIL-DWSRF Lead Service Line Replacement Inventory Project: Staff request City Council adopt the Capital Project Budget Ordinance BIL-DWSRF Lead Service Line Replacement inventory in the amount of \$500,000 as submitted by Staff.
 6. Capital Project Budget Ordinance; Finley Avenue Water System Project: Staff request City Council adopt the Capital Project Budget Ordinance for the Finley Water System Project in the amount of \$6,300,000 as recommended by Staff.
 7. Capital Project Budget Ordinance; Aquatic & Fitness Center Project: Staff request City Council adopt the Capital Project Budget Ordinance for the North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) for the Aquatic and Fitness Center Project in the amount of \$1,090,375 to renovate the Aquatic Center and build a splash pad at the Soccer Complex as recommended by Staff.
 8. Capital Project Budget Ordinance; LHS Improvements: Staff request City Council adopt the Capital Project Budget Ordinance for the Rural Transformation Grant Project in the amount of \$630,000 for renovations to the LHS Campus.
 9. Budget Amendments; Annual Budget Ordinance: Staff recommends City Council approve a request for amendments to the annual budget ordinance for the fiscal year ending June 30, 2024 and for a total amount of \$138,698.62 as follows:
 - a) Approve the utilization of additional general fund revenues for needed expenditures.
 - b) Approve the allocation of general fund expenditures for the Fire House Subs Grant funding and additional revenue to cover electricity for street lights.
- B. Update: Jared Wright, Director of Special Project and Grants
1. Staff recommends awarding the construction contract for the Mulberry Recreation

Center Rooftop Drainage and Façade Repairs project to Barger Ashe Roofing Company for a contract price of \$64,500.00. Barger Ashe is appropriately licensed and specializes in this type of work, has successfully completed numerous roofing projects with the City of Lenoir, and is the lowest, responsive, responsible bidder.

Other Items – City Manager Scott Hildebran

- A. Minutes: Approval of the minutes of the City Council Budget Meeting of Thursday, May 23, 2024 as submitted.
- B. Closed Session Minutes: Approval of the closed session minutes of Thursday, May 23, 2024 as reviewed by the City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, May 28, 2024 as submitted.
- D. Minutes: Approval of the minutes of the City Council meeting of Tuesday, June 4, 2024 as submitted.
- E. Update; Public Communications - Joshua Harris, Public Information Officer
 - 1. May Communications Report

VI. PUBLIC SAFETY

- A. Update; Police Department – Andy Wilson, Police Major
 - 1. BLET Tuition Agreement: Staff recommends City Council adopt the Basic Law Enforcement Training (BLET) Agreement
- B. Update; Fire Department – Norman Staines, Fire Chief

VII. OTHER

- A. July Calendar

VIII. ADJOURN

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the quote for a three year subscription with Mueller for the online customer portal and dashboard VXsmart by VertexOne.

Background Information: The City's three year contract with Mueller for VXsmart through VertexOne, formally called WaterSmart, is set to expire in September of 2024. City staff recommends continuing the service for an additional three year contract.

- II. Staff Recommendation:** Staff recommends City Council approve the three year sales quote as presented.

- III. Reviewed by:**

City Attorney: _____

Finance Director: yes_____

Public Works/Public Utilities Director: Jeff Church



1200 Abernathy Rd, NE,
Suite 1200, Atlanta, GA 30328

SALES QUOTATION

Phone: (800) 423-1323

Website: www.MuellerSystems.com

Attention:

Phone:

Email:

Company Address:

510b Greer Circle Southwest
Lenoir, NC, 28645

Prepared For:

Lenoir (NC), City of

Account #: 91291000

End User:

Lenoir (NC), City of

Created Date: 06/13/2024

Quote #: Q-155203

Quote Expires: 09/15/2024

Terms are located at:

www.muellerwaterproducts.com/terms-conditions

Currency Type: USD

Prepared by:

Kyndal Rozelle

Comments & Consideration

\$50 minimum order, \$75 non-box quantity

Purchase of any LoRaWAN Network-as-a-Service part number, such as "MSW-LW-PH-ALL", is subject to SaaS and NaaS Agreement.

Should you have any questions, please do not hesitate to contact Kyndal-Rozelle

Quote Line Items

1 Year Contract

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
MSW-T-VX-DB	VertexOne Digital Base	1	18,500.00	18,500.00
MSW-S-VXS	VXsmart	11,000	0.78	8,580.00
1 Year Contract SUBTOTAL:				USD 27,080.00

TOTAL: USD 27,080.00

Optional Groups (Not Included in the Total Above)

Year 1 (3 Year Contract)

OPTIONAL GROUP

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
MSW-T-VX-DB	VertexOne Digital Base	1	16,600.00	16,600.00
MSW-S-VXS	VXsmart	11,000	0.75	8,250.00
Year 1 (3 Year Contract) SUBTOTAL:				USD 24,850.00

Year 2 (3 Year Contract)

OPTIONAL GROUP

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
MSW-T-VX-DB	VertexOne Digital Base	1	17,090.00	17,090.00
MSW-S-VXS	VXsmart	11,000	0.78	8,580.00
Year 2 (3 Year Contract) SUBTOTAL:				USD 25,670.00

Year 3 (3 Year Contract)

OPTIONAL GROUP

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
MSW-T-VX-DB	VertexOne Digital Base	1	17,600.00	17,600.00
MSW-S-VXS	VXsmart	11,000	0.80	8,800.00
Year 3 (3 Year Contract) SUBTOTAL:				USD 26,400.00

Meeting Attendance

Board Members PRESENT	Board Members ABSENT	Members/Ex-Officio PRESENT	Ex-Officio Members ABSENT
1. Mark Transou-Chair	1. Gonzalo Vazquez	1. Scott Hildebran	
2. Tim Biddix	2. Patrick Longano	2. Brenda Floyd	
3. Dana Clark	3. Tyler Reese	3. Joe Gibbons	
4. Matt Underwood	4. Sean Williams		
5. Jennifer Indicott	5. John Moore		
6. Glenda Wilson	6. Darin McKinney		
7. Margaret Forney			

Staff Members PRESENT	Guest
1. Lauren Hartley	1. Kate Starr

Brenda Floyd called the meeting to order.

Approval of Minutes

- o Upon a motion from Dana Clark to approve the March 21, 2024 minutes, seconded by Matt Underwood. All were in favor, none opposed.

Report from Grants Committee

- o Nothing new to report.

Lenoir Main Street Committee Update

- o Brenda Floyd gave an update on the upcoming events, which were provided.

Updates from City Manager Scott Hildebran

- o Downtown landscaping with new trees and lights are underway.
- o Biscuitville at 445 Blowing Rock Blvd is almost complete.
- o Caldwell UNC Capstone Campaign Project to Caldwell UNC.
- o I Heart Main Street awards will be May 30th, tickets are available.
- o Jared Wright has been hired as the Special Projects Manager.

Meeting adjourned.

Meeting Attendance

Board Members PRESENT	Board Members ABSENT	Ex-Officio Members PRESENT	Ex-Officio Members ABSENT
1. Dana Clark- Chair	1. Jesse Plaster	1. Scott Hildebran	
2. Matt Underwood	2. Brenda Floyd	2. Donna Bean-via phone	
3. Angela Johnson			
4. Glenda Wilson			
5. Karin Davidson			

Staff Members**PRESENT**

1. Matthew Anthony	
2. Lauren Hartley	

Guest/Public

1. Bryan Moore	4. Jim Engelman
2. Joe Gibbons	
3. Kimberly Edmisten	

Chair Dr. Dana Clark called the meeting to order.

- Dr. Clark introduced Kimberly Edmisten, Executive Director of the J.E. Broyhill Civic Center. Kimberly will be voted in as a new LTDA board member at the next City Council meeting.
- Brenda Floyd has accepted the position of Downtown Economic Development / Main Street Director since the retirement of Kaylynn Horn.

Approval of Minutes

Matt Underwood made a motion to accept the January 4, 2024 minutes, seconded by Glenda Wilson, which was voted on and passed unanimously.

Financials

Finance Director Donna Bean presented the financial report for the LTDA which included a fund balance of \$281,556.39 with \$145,510.04 in revenues and \$373,087.82 in expenditures. The total amount obligated is \$48,737.45 with a remaining amount of \$232,818.94.

Requests

- A request of \$100,000 was made for funding for the installation of wayfinding signs and the design, engineering and bidding for the gateway signs. Estimated total cost is 800,000 +.

Matt Underwood made a motion to pay \$100,000 for City of Lenoir wayfinding/gateway signs, seconded by Karin Davidson, which was voted upon and passed unanimously.

- A request of \$2,000 was made for the NC Tourism Conference expenses held March 17-19, 2024.

Glenda Wilson made a motion to pay \$2,000 for the NC Tourism Conference, seconded by Angela Johnson, which was voted upon and passed unanimously.

- Bryan Moore gave updates on marketing and the Uplift Tourism meetings.

Meeting adjourned.



**City of Lenoir
Financial Summary
As of 5/31/2024**



General Fund					
	2023-2024 Budget	5/31/2024	% of Budget	Change from Previous Year	5/31/2023
Total Revenue	\$ 23,630,168.00	\$ 21,491,267.36	91%	\$ 343,275.36	\$ 21,147,992.00
Expenditures	\$ 23,630,168.00	\$ 19,476,306.06	82%	\$ 504,637.01	\$ 18,971,669.05
Over/Under	\$ -	\$ 2,014,961.30		\$ (161,361.65)	\$ 2,176,322.95
Downtown District					
	2023-2024 Budget	5/31/2024	% of Budget	Change from Previous Year	5/31/2023
Revenues	\$ 276,900.00	\$ 287,184.13	104%	\$ (78,682.33)	\$ 365,866.46
Expenditures	\$ 276,900.00	\$ 279,910.93	101%	\$ (29,645.82)	\$ 309,556.75
Over/Under	\$ -	\$ 7,273.20		\$ (49,036.51)	\$ 56,309.71
Water/Sewer Fund					
	2023-2024 Budget	5/31/2024	% of Budget	Change from Previous Year	5/31/2023
Revenues	\$ 11,076,980.00	\$ 10,354,941.17	93%	\$ 709,721.40	\$ 9,645,219.77
Expenditures	\$ 11,076,980.00	\$ 9,613,258.21	87%	\$ 1,369,011.30	\$ 8,244,246.91
Over/Under	\$ -	\$ 741,682.96		\$ (659,289.90)	\$ 1,400,972.86

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a revised Capital Project Budget Ordinance to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant projects - #10235.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the SCIF Grant project -#10235 to enhance the City projects.
- III. Staff Recommendation:** Request City Council to approve the Capital Project Budget Ordinance to authorize activities for the SCIF Grant projects -#10235 in the total amount of \$2,425,000.00.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Budget Ordinance for the City of Lenoir

State Capital Infrastructure Fund Grants - #10235

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project to include the expenditure of funds for various projects detailed below for Project 10235. The LHS Campus funding will be used for LHS renovations. There is also funding for the improvements for Veterans Memorial, the construction of a Community Garden Teaching/Learning Pavilion. There is also funding for downtown signalization improvements and improvements to the MLK Center. The funding is provided through a State Capital and Infrastructure Fund (SCIF) Grant appropriated by the North Carolina General Assembly.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts appropriated for the project are:

Item	Project #	Budget
The Campus	10235	1,000,000.00
Lenoir Fire Building Stabilization	10235	500,000.00
Veterans Memorial Improvements	10235	200,000.00
Community Garden Teaching/Learning Pavilion	10235	125,000.00
Downtown Signalization Improvements	10235	300,000.00
MLK Center Improvements	10235	300,000.00
Grand Total		2,425,000.00

Section 4: The following revenues are anticipated to be available to complete this project:

Item	Project #	Budget
State Capital Infrastructure Fund	10235	2,425,000.00
Grant Total		2,425,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant projects.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the SCIF Grant project for the Fire Department.
- III. Staff Recommendation:** Request City Council to approve the Capital Project Budget Ordinance to authorize activities for the SCIF Grant projects in the total amount of \$500,000.00.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Budget Ordinance for the City of Lenoir

State Capital Infrastructure Fund Grants

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project to include the expenditure of funds for Fire Capital will be used for capital purchases for the Fire Department. The funding is provided through a State Capital and Infrastructure Fund (SCIF) Grant appropriated by the North Carolina General Assembly.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts appropriated for the project are:

Item	Project #	Budget
Fire Capital	10233	500,000.00
Total		\$500,000.00

Section 4: The following revenues are anticipated to be available to complete this project:

Source	Budget
State Capital Infrastructure Fund	\$500,000.00
Grant Total	\$500,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. **Agenda Item:** Consideration of a Capital Project Budget Ordinance to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project for LHS Improvements.
- II. **Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the SCIF Grant project for LHS Improvements.
- III. **Staff Recommendation:** Request City Council to approve the Capital Project Budget Ordinance to authorize activities for the SCIF Grant projects in the total amount of \$1,000,000.00.

IV. **Reviewed By:**

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Budget Ordinance for the City of Lenoir

State Capital Infrastructure Fund Grants

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to authorize activities for the State Capital Infrastructure Fund (SCIF) Grant project to include the expenditure for LHS Improvements. The funding is provided through a State Capital and Infrastructure Fund (SCIF) Grant appropriated by the North Carolina General Assembly.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts appropriated for the project are:

Item	Project #	Budget
LHS Improvement	10234	1,000,000.00
Grand Total		1,000,000.00

Section 4: The following revenues are anticipated to be available to complete this project:

Item	Project #	Budget
State Capital Infrastructure Fund	10234	1,000,000.00
Grant Total		1,000,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for BIL-DWSRF Lead Service Line Replacement Inventory.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for BIL-DWSRF Lead Service Line Replacement Inventory Project 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.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance BIL-DWSRF Lead Service Line Replacement Inventory in the amount of \$500,000.
- IV. Reviewed By:**

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

BIL-DWSRF Lead Service Line Replacement Inventory Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorizes activities for the BIL-DWSRF Lead Service Line Replacement Project to include the expenditure of funds 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 project will also assist in meeting new EPA requirements regarding lead service line replacements. The City was approved for a 0% interest loan for \$500,000 with 60% of the loan, up to a maximum of \$300,000, will be forgiven and the remainder will be at 0%. The funds will be provided by the BIL-DWSRF Lead Service Line Replacement fund.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Contracted Services for Inventory of Lead Ser. Lines	500,000	
Total	\$ 500,000	

Section 4: The following revenues are anticipated to be available to complete this project:

BIL-DWSRF Lead Service Line Replacement fund		
0% interest loan for \$500,000 with 60% of the loan, up to a maximum of \$300,000, will be forgiven and the remainder will be at 0%	500,000	
Total	\$ 500,000	

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024.

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for Finley Water System Project.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the Finley Water System Project to improve the water distribution system to increase the water pressure in the Finley area.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the Finley Water System Project in the amount of \$6,300,000.00.
- IV. Reviewed By:**
- City Attorney:
- Finance Director: *Donna Bean*
- Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

Finley Water System Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized activities for the Finley Water System Project to include the expenditure of grant funds to improve the water distribution system to increase the water pressure in the Finley area. Funding will be received from the American Rescue Plan funding through the State Fiscal Recovery Fund Grant.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Administration Costs	299,000
Engineering Costs	632,000
Construction Cost	<u>5,369,000</u>
Total	\$ 6,300,000

Section 4: The following revenues are anticipated to be available to complete this project:

ARP funding from the State Fiscal Recovery Fund Grant	\$ 6,300,000
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Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024.

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Aquatic Center Project.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Aquatic Center Project to renovate to the Aquatic Center and build a splash pad at the Soccer Complex.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Aquatic Center Project in the amount of \$1,090,375.00.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Aquatic Center Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorizes activities for the North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant (PARTF) - Aquatic Center Project to include the expenditure of grant and ARPA Funding to renovate the Aquatic Center and add a splash pad at the Soccer Complex. The project is to be funded by a PARTF grant and ARPA funds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Legal and Administrative	\$174,460
Construction	872,300
Contingency	43,615
Total	<u>\$ 1,090,375</u>

Section 4: The following revenues are anticipated to be available to complete this project:

North Carolina Department of Natural and Cultural Resources for the North Carolina Parks and Recreation Trust Fund Grant	\$500,000
ARPA Funding	590,375
Total	<u>\$ 1,090,375</u>

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024.

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for Rural Transformation Grant Project.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for Rural Transformation Grant Project to renovate to the LHS Campus.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for Rural Transformation Grant Project in the amount of \$630,000.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

Rural Transformation Grant Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorizes activities for the Rural Transformation Grant Project to include the expenditure of grant and local tourism funds to renovate the LHS Campus. The project is to be funded by a Rural Downtown Transformation Grant from NC Commerce and funds from the Lenoir Tourism Development Authority.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Planning and Design	\$ 50,000
Construction	580,000
Total	<u>\$ 630,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Rural Downtown Transformation Grant	\$580,000
Lenoir Tourism Development Authority	50,000
Total	<u>\$ 630,000</u>

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 25th day of June, 2024.

Mayor

Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

II. Background Information:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024 as follows:

- **Budget Amendment:**
 - **Approve the utilization of additional general fund revenues for needed expenditures.**
 - **Approve the allocation of general fund expenditures for the Fire House Subs Grant funding and additional revenue to cover electricity for street lights.**

III. Staff Recommendation: Approve amendments as requested.

IV. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024 as follows:

ITEM 1: ADJUSTMENT TO ALLOCATE ADDITIONAL REVENUES.

ACCOUNT #	DEPARTMENT		INCREASE	DECREASE
3440	FIRE HOUSE SUBS GRANT		26,698.62	
3319	FRANCHISE TAX		110,000.00	
NET EFFECT ON GENERAL FUND BUDGET			136,698.62	-

ITEM 2: ADJUSTMENTS TO THE GENERAL FUND TO ALLOCATE ADDITIONAL REVENUE.

ACCOUNT #	DEPARTMENT	PURPOSE	INCREASE	DECREASE
4341	FIRE SUPPRESSION	FIRE HOUSE SUBS GRANT	26,698.62	
4512	STREET TRAFFIC CONTROL	ELECTRICITY - STREET LIGHTS	110,000.00	
	TOTAL INCREASE/DECREASES		136,698.62	-
NET EFFECT ON GENERAL FUND BUDGET			136,698.62	-

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Awarding of the construction contract for the Mulberry Recreation Center Rooftop Drainage and Façade Repairs project.

II. Background Information:

In 2023 the gymnasium floor in the Mulberry Recreation Center buckled from apparent water intrusion under the floor, rendering the gymnasium unusable. After investigation (including visual, CCTV, and active water-flow simulation) earlier this year by City staff members from multiple departments it was determined that many of the existing rooftop downspouts were routed and constructed through the interior walls of the building and under the gymnasium floor. These downspouts appear to be either cast iron or galvanized steel and have exceeded the material's useful life. Many have failed, allowing rooftop runoff to saturate the subgrade under the gymnasium floor. Due to the layered construction of the floor – soil/concrete/polyethylene/hardwood, the moisture from the failing pipes filled any voids or air gaps but could not escape, thus creating hydraulic pressure under the floor and buckling the wood.

Following a review of options to repair or replace the failing interior downspouts, a decision was made to abandon these in-place, and instead install a perimeter gutter system and direct rooftop runoff to a new system installed on the exterior walls and tied to the existing underground drainage network. This work will require fabrication and installation of guttering, and replacement of metal façade trim around the entire perimeter of the building. The project also includes permanent capping of the existing downspouts and roof modifications to prevent ponding adjacent to the new gutter system. The City developed the included *Request for Proposals* and has received three (3) quotes for the work as described in the RFP. Quotes were informally solicited in accordance with G.S. 143-141 (a).

III. Staff Recommendation:

Staff recommends awarding the construction contract for the Mulberry Recreation Center Rooftop Drainage and Façade Repairs project to Barger Ashe Roofing Company for a contract price of **\$64,500.00**. Barger Ashe is appropriately licensed and specializes in this type of work, has successfully completed numerous roofing projects with the City of Lenoir, and is the lowest, responsive, responsible bidder.

IV. Reviewed by:**City Attorney:** _____**Finance Director:** _____**Director of Special Projects and Grants:** _____  _____**Risk and Purchasing Manager:** _____**Parks and Recreation Director:** _____



REQUEST FOR PROPOSALS

CITY OF LENOIR, NORTH CAROLINA

MULBERRY RECREATION CENTER – ROOFTOP DRAINAGE and FAÇADE REPAIRS

The City of Lenoir is seeking proposals from qualified contractors to complete rooftop drainage repairs and reconfiguration and metal facade improvements at the Mulberry Recreation Center, 720 Mulberry Street SW, Lenoir, North Carolina 28645.

Posting Date: May 22, 2024

Questions Due: June 5, 2024, at 5:00pm local time

Proposals Due: June 12, 2024, at 5:00pm local time

Contact:

Phillip Harper, Parks and Recreation Director, City of Lenoir, 828.757.2166, phil.harper@ci.lenoir.nc.us

David Coffey, Risk and Purchasing Manager, City of Lenoir, 828.757.2217, drcoffey@ci.lenoir.nc.us

Jared Wright, Director of Special Projects and Grants, City of Lenoir, 828.757.2153, jwright@ci.lenoir.nc.us

1. INTRODUCTION.

The City of Lenoir (City) owns and operates the Mulberry Recreation Center, located at 720 Mulberry Street SW, Lenoir, North Carolina 28645. This facility offers a variety of indoor and outdoor recreational opportunities, including basketball, tennis, baseball and softball, racquetball, pickleball, a skate park, and several multi-purpose rooms that accommodate events and special uses.

The facility was constructed in 1973, and the City recently discovered significant issues with interior water intrusion resulting in buckling of the existing gymnasium hardwood floor covering. This required the gymnasium to be closed until further notice, and the floor covering has since been entirely removed. Further investigation, including use of robotic camera equipment, has led City staff to conclude that the existing rooftop drainage system features a TPO membrane covering with connected downspouts that route rooftop drainage through interior walls and under much of the existing flooring system. These interior downspouts are of a cast iron and/or galvanized steel material, and have failed in numerous areas in the facility's fifty-plus (50 +) years of operation. These failures have allowed rooftop runoff to escape the interior downspouts and leader lines, thus saturating the subgrade under much of the facility's floor. These issues must be resolved prior to full replacement of the gymnasium floor and other appurtenant repairs necessary inside the building.

2. SCOPE OF WORK.

Given that a complete and total replacement of the existing downspouts and leader lines would require significant demolition and removal of interior walls, floor coverings, subflooring (including concrete slabs), and render the facility inoperable for an extended period of time, the City has developed an alternative method of repair consisting of installation of fabricated exterior façade-hung guttering, modification of the existing roof covering to facilitate drainage from the membrane into the new guttering, installation of approximately twelve (12) downspouts to evacuate runoff from the new gutter system, and full blocking off and covering existing, interior downspouts to eliminate future use of the compromised interior downspouts.

In addition to the principal scope element(s) including abandonment of existing downspouts, modification of the existing TPO membrane rooftop edge, and fabrication and installation of new guttering and downspouts, the work will also include removal of existing decorative metal façade trim and replacement with new metal in a color to be selected by the City. This work is to be coordinated with installation of the new gutter system. A summary of the scope of work items and approximate quantities is included below:

Item	Description	Unit	Qty	Notes
1	Removal/demo of existing façade trim	LF	700	Existing trim is approximately 700' x 28"
2	Modification of existing roof edge	LF	700	
3	Installation of new façade trim	LF	700	New trim will be approximately 700' x 28"
4	Installation of new gutter system	LF	700	Box gutter to be approximately 7" X 7" x 7"
5	Installation of new downspouts	EA	12	Downspouts to be 4" x 6"
6	Roofing modification to cap existing downspouts	EA	12	Estimated Quantity - field verify for bidding

3. INSTRUCTIONS TO BIDDERS.

Due to the varying scope of work and fabrication of components, bidders are strongly encouraged to visit the site prior to submitting a bid. Site visits must be coordinated with City staff (contact information may be found in Section 4. Staff Contacts). Bids are to be submitted as a lump sum total on company letterhead, inclusive of all labor, materials, tools, and equipment necessary to perform the entire scope of work in a professional and workmanlike manner. In addition to pricing, the full scope of work being performed should be listed for each item. This is necessary to convey the bidder's understanding of the Request for Proposals and to ensure that all project stakeholders (City and Bidder) agree on the scope of work being performed. Bids submitted will be considered the full and final price, inclusive of all work required. Failure to visit the site prior to submitting a bid will not entitle the bidder to claims for additional payment due to differing site conditions. In addition to pricing and scope of work documentation being provided on company letterhead, a summary bid sheet (included in this RFP) should be completed and submitted with any response.

Bidders shall be appropriately licensed to complete the work in accordance with the North Carolina Licensing Board for General Contractors, and maintain commercial general liability, auto, and worker's compensation insurance in accordance with City policies and North Carolina general statutes. Submission of a copy of the contractor's license and certificates of insurance (COI) will be required prior to execution of the contract.

Bids should be submitted via email to City staff listed in Section 4. Staff Contacts, by 5:00pm local time on the date of closing.

The City reserves the right to award the contract to the lowest, responsive, responsible bidder. The City further reserves the right to reject all bids, re-advertise the RFP, or delay awarding of the contract. Bids are to remain valid for a period of forty-five (45) calendar days following the closing date. Contract completion times will be negotiated upon awarding of contract(s).

4. STAFF CONTACTS.

Questions regarding this RFP or to schedule visits to the site should directed to the following:

- Mr. Phillip Harper, Parks and Recreation Director, City of Lenoir
828.757.2166, phil.harper@ci.lenoir.nc.us
- Mr. David Coffey, Risk and Purchasing Manager, City of Lenoir
828.757.2217, drcoffey@ci.lenoir.nc.us
- Mr. Jared Wright, Director of Special Projects and Grants, City of Lenoir
828.757.2153, jwright@ci.lenoir.nc.us

5. SUMMARY BID FORM.

(Attached)

Summary Bid Form



City of Lenoir
Mulberry Recreation Center
Rooftop Drainage and Façade Repairs
Lenoir, North Carolina



Item	Description	Lump Sum Bid
1	Removal and Demolition of Existing Façade Trim (700' x 28")	
2	Modification of Existing TPO Roof Edge (700')	
3	Installation of New Façade Trim (700' x 28")	
4	Fabrication and Installation of New Boxed Gutter System (700' x 7" square)	
5	Installation of New Downspouts (12 @ 4" x 6")	
6	Roofing Modification to Cap Existing Downspouts	
TOTAL BID		
Total Bid in Words: _____		

I, _____, on behalf of _____ do hereby certify that I have fully read the Request for Proposals, have performed the necessary investigations of the site and the requested scope of work, and do knowingly submit this bid as a proposal to fully complete the work as requested in a timely and workmanlike manner for the prices stated above. Submitted this the _____ day of _____, 2024.

36
Mulberry Recreation Center

Rooftop Drainage and Metal Facade Repair

New downspouts (typical),
location to be field-verified

Existing downspouts to be
capped and abandoned -
Contractor to field-verify

Approximate location of facade
trim removal, new trim
installation, and gutter installation



**City of Lenoir
Mulberry Recreation Center
Rooftop Drainage and Façade Repair
Bid Tabulation**

Bidder	Total Base Bid
Barger Ashe Roofing Company	\$64,500.00
Preicision Contracting	\$74,327.00
Brushy Mountain Builders	\$68,750.00

**Pricing is based upon the attached *Request for Proposals*. The actual numbers of new downspouts and existing downspout abandonments are subject to change based on existing conditions.

MINUTES

CITY COUNCIL'S BUDGET REVIEW SESSION THURSDAY, MAY 23, 2024 6:00 P.M.

Participants: Mayor Joe Gibbons, Councilmembers Jonathan Beal, Ralph Prestwood, Todd Perdue, Ike Perkins, Kimmie Rogers, and David Stevens.

City Staff: City Manager Scott Hildebran and City Clerk Shirley Cannon.

Absent: Councilmember Crissy Thomas.

Call to Order

I. Mayor Gibbons welcomed everyone and called the meeting to order.

II. Financial Summary

A. Donna Bean, Finance Director, presented the Financial Summary as of April 30, 2024. She reported the over/under balance in the General Fund is \$3,524,755.10, Downtown District (\$200,906.58), and Water & Sewer Fund \$389,194.76. Director Bean reported revenues are at 95% and the expenditures are at 79%.

Director Bean reported the Downtown District's revenues are at 22% and expenditures at 106% due to salaries of part-time employees and purchases.

Director Bean stated the Water & Sewer Fund revenues are at 88% of the budgeted amount and expenditures are at 84%. Director Bean explained the Water & Sewer Fund expenditures are higher than FY2023 due to Capital Improvements Projects (CIP) purchases including meters, equipment repairs, mixers, etc.

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

FY2024-25 Budget Review

City Manager Hildebran restated the proposed budget addresses City Council's 2024 Priorities as follows:

2024 Budget 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 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.

IV. General Fund

- A. City Manager Hildebran reported the proposed General Fund budget totals \$23,751,580 and is balanced with the property tax rate of 57-cent per \$100 of assessed property value. The budget maintains the current Rescue Readiness Tax Rate of 85-cent per \$100 of assessed property value for a total tax rate of 57.85 per \$100. The budget also includes a \$1.00 increase in the Solid Waste fee which brings the monthly amount to \$13.00 and helps the City be more comparable with surrounding municipalities.

Downtown Municipal Service District Budget

The proposed Downtown Municipal Service District (MSD) budget is balanced with the current current property tax rate of 20-cent per \$100 of assessed district property value.

Water/Sewer Fund

In addition, Mr. Hildebran stated the proposed Water/Sewer Fund budget totals \$11,770,028 and includes a 3.2% increase in water and sewer rates effective July 1, 2024. All other Water/Sewer Fund fees remain unchanged. 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 3.2% as of February 2024.

Multi-Year Capital Projects

Mr. Hildebran shared that over the past several years, the City has received substantial funding for multi-year capital projects that take an extended period of time to complete. He pointed out the funding has been received from a variety of sources including the American Rescue Plan, State-directed appropriations, Community Development Block Grant (CDBG), numerous other grants, and private donations.

Mr. Hildebran stated these funds will be utilized to complete City Council prioritized capital projects. A comprehensive list of these projects and funding sources were included in the proposed budget packet and are attached to these minutes as information.

Employee Compensation/Retirement/Insurance:

Mr. Hildebran referred to the workforce challenges in the recruitment and retention of employees and emphasized City Council along with Management continue to recognize that our talented employees are vital to the delivery of quality municipal services and are our most important resource. Mr. Hildebran reiterated that compensation is the number one priority of City Council and stated the budget includes a Cost of Living Adjustment (COLA) of 4% for all employees plus a market-based pay plan step adjustment of one grade for non-exempt sworn police and fire personnel to aid with recruitment and retention.

Mr. Hildebran further restated the budget funds the NC Local Governmental Employees'

Retirement System (LGRS) employer contribution rate increase, effective July 1, 2024. The law enforcement rate will increase from 14.10% to 15.10%, while the non-law enforcement rate will move from 12.85% to 13.60%.

Mr. Hildebran reminded Council the City's group health insurance premiums will increase by 9%, while maintaining the current plan benefits. The cost of the City's property and liability insurance will increase by 18.4% while the workers' compensation insurance will decrease by 11.7%.

Mr. Hildebran mentioned the City will contract with the Western Piedmont Council of Governments (WPCOG) for code enforcement services and mapping of all of the City's stormwater systems.

Moreover, the budget includes an increase in employee tuition reimbursement funding from \$1,200 to \$2,000 annually and an increase in the employee safety shoe allowance from \$125 to \$150 annually. The budget also includes funding for street resurfacing, street lighting, Downtown Master Plan and to expand downtown decorations, code enforcement, technology, and environmental.

Organizational Restructuring

Mr. Hildebran reviewed organizational restructuring and noted the budget moves the reporting structure of the Safety Coordinator position to the Risk Manager due to similar and overlapping responsibilities. Also, the budget establishes a new Public Works – Grounds and Public Properties Division thereby incorporating the Parks and Recreation Grounds Division, as well as several staff of the Cemeteries Division to increase efficiency and resource sharing.

General Fund Capital Budget

Mr. Hildebran reported the recommended capital investments total \$1,724,250 which is an increase of \$545,450 from FY2023-2024.

Staff will use capital funding for various project and purchases including the following:

Renovations to the Services Building and Police Department Headquarters
 Trucks and Utility Terrain Vehicles (UTV) for various departments
 Cemetery Master Plan
 Equipment upgrades and vehicles replacements for the Fire and Police Departments
 Four more pickleball courts and a new gym floor at mulberry Recreation Center
 Renovations to the basketball court and shelter at West End Park

Mr. Hildebran reported the recommended Water & Sewer Fund capital investments total \$1,922,150, and increase of \$692,150 from the previous year.

Water and Sewer Fund capital projects include:

Repairs and building renovations at the Water Treatment Plant
 Renovations at the Water Treatment Plant
 Renovations at the Public Services Building
 Replacement pick-up trucks
 Repair and replacement of pumps and other equipment at the Water Treatment Plant
 Ease Harper Avenue sewer replacement
 Push camera and an easement machine
 UTV and equipment at the Gunpowder Sewer Treatment Plant

(As information, a copy describing all of the General Fund capital improvements items including cost and description is attached to these minutes as well as a copy of the Water and Sewer Fund capital improvements items.)

Staffing Levels by Position/Type/Department 2024-2025

Mr. Hildebran briefly reviewed the Staffing Levels by Position and the Staffing level changes. Finance Director Bean explained how employees can increase their salary through training. Mr. Hildebran remarked that Kate Starr, Intern is currently compiling a list of employee certifications for Director Bean.

A brief discussion was held by Council regarding how to reward employees that go above and beyond in their duties with training, etc.

General Fund Capital Improvements Projects

Mr. Hildebran presented the 2024-24 General Fund Capital Improvements Projects (CIP) from the operating budget. As information, Mr. Hildebran reported the Fire Department will be submitting a request for a new fire apparatus in the near future along with additional equipment upgrades. The Police Department also has a list of equipment upgrades including weapon replacement, departmental vehicles, and patrol ballistic helmets to briefly name a few.

(A copy of the complete Capital Items from the Operating Budget are attached to these minutes as information.)

Mr. Hildebran emphasized the City would continue to utilize grant funding and pursue funding opportunities to accomplish Council priorities.

Wrap-Up

City Council commended City Manager Hildebran and Finance Director Bean along with Staff for the great job they are doing daily for the City of Lenoir and for all of their cost savings efforts.

Mr. Hildebran thanked Donna Bean for her thoroughness and guidance in compiling the recommended FY2024-2025 annual budget.

A public hearing will be held on Tuesday, June 4, 2024 at 6:00 p.m. in the City/County Chambers to receive public comments regarding the recommended budget. The budget will also be available online at www.cityoflenoir.com/budgetproposal.

Closed Session

Pursuant to N.C.G.S. §143.11(a),(5), and upon a motion by Councilmember Perdue, City Council voted unanimously to enter into closed session to discuss personnel.

Open Session

Upon a motion by Councilmember Thomas, City Council voted unanimously to re-enter into open session.

Motion

Upon a motion by Councilmember Perdue, City Council voted unanimously to approve a 10% salary

increase for City Manager Scott Hildebran effective with the next pay period in addition to the proposed 4% COLA for all city employees that becomes effective July 1, 2024.

There being no further business, the meeting was adjourned at 7:14 p.m.

Attachments

April 30, 2024 Financial Summary

FY2024-2030 General Fund CIP Spreadsheet

FY2024-2034 Public Utilities CIP Spreadsheets



**City of Lenoir
Financial Summary
As of 4/30/2024**



General Fund					
	2023-2024 Budget	4/30/2024	% of Budget	Change from Previous Year	4/30/2023
Total Revenue	\$ 22,066,505.00	\$ 20,912,191.39	95%	\$ 714,123.87	\$ 20,198,067.52
Expenditures	\$ 22,066,505.00	\$ 17,387,436.29	79%	\$ 733,595.75	\$ 16,653,840.54
Over/Under	\$ -	\$ 3,524,755.10		\$ (19,471.88)	\$ 3,544,226.98
Downtown District					
	2023-2024 Budget	4/30/2024	% of Budget	Change from Previous Year	4/30/2023
Revenues	\$ 236,900.00	\$ 50,990.42	22%	\$ 9,450.96	\$ 41,539.46
Expenditures	\$ 236,900.00	\$ 251,897.00	106%	\$ (37,917.87)	\$ 289,814.87
Over/Under	\$ -	\$ (200,906.58)		\$ 47,368.83	\$ (248,275.41)
Water/Sewer Fund					
	2023-2024 Budget	4/30/2024	% of Budget	Change from Previous Year	4/30/2023
Revenues	\$ 10,726,980.00	\$ 9,400,791.63	88%	\$ 601,697.33	\$ 8,799,094.30
Expenditures	\$ 10,726,980.00	\$ 9,011,596.87	84%	\$ 2,770,371.62	\$ 6,241,225.25
Over/Under	\$ -	\$ 389,194.76		\$ (2,168,674.29)	\$ 2,557,869.05

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	\$ 208,750.00	\$ -	\$ 208,750.00	\$ 8,750.00	\$ 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	\$ 2,659,000.00	\$ -	\$ 2,659,000.00	\$ 569,750.00	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Truck w/Crane	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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

**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
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	\$ 10,000.00	\$ -	\$ 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	\$ 1,912,439.00	\$ 993,500.00	\$ 1,002,989.00	\$ 547,000.00
OTHER FUNDING SOURCES								
RTP Grant - Greenway OVNHT	\$ 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 & Greenway LAPP Project	\$ 950,000.00	\$ 950,000.00	\$ 950,000.00	\$ 450,000.00	\$ 500,000.00	\$ -	\$ -	\$ -
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	\$ 11,718,928.00	\$ 4,201,750.00	\$ 11,718,928.00	\$ 1,982,000.00	\$ 4,097,814.00	\$ 3,120,125.00	\$ 1,791,989.00	\$ 1,037,000.00
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	\$ -	\$ -	\$ -	\$ -

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
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	\$ -	\$ -
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	\$ -	\$ -

**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
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								
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	\$ -	\$ -

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
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								
LAFB 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 B	\$ 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	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -

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
Grand Total Operating Budget	\$ 3,184,000.00	\$ -	\$ 3,184,000.00	\$ 774,750.00	\$ 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	\$ 3,625,099.00	\$ 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	\$ 32,038,138.00	\$ 11,686,968.00	\$ 32,038,138.00	\$ 8,050,625.00	\$ 10,861,724.00	\$ 6,859,800.00	\$ 3,811,989.00	\$ 2,764,000.00

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	1,382,000	183,000	115,000	744,000	104,000		112,000	116,000	128,000	124,000	128,000		
	Wastewater Treatment Vehicles and Equipment	625,250	40,000	156,250										
	Subtotal - Wastewater Vehicles and Equipment	1,658,250	193,000	290,250	744,000	104,000		112,000	116,000	128,000	124,000	128,000		
Collection System														
1	East Hagan Avenue Sewer Replacement	550,000		550,000										
2	Repaired St. Louis Relocation	350,000				350,000								
3	Pension to Hwy 10 Sewer	1,100,000												
4	Main Street (Valley to 321) Sewer Replacement	1,100,000					1,100,000							
5	French Blain Fork Outfall	800,000					1,100,000							
6	Gumpston Creek Interceptor Replacement	3,340,000					3,340,000							
7	East Fork Sewer Replacement	2,370,000					2,370,000							
8	Mendenhall Creek Sewer Replacement	1,740,000												
9	Mendenhall Lick Station Improvements	520,000								1,760,000				
10	Gold Course Sewer Replacement	4,280,000								520,000				
11	Mankie Improvements	670,000	160,000										4,280,000	
12	Sewer Line Replacement	5,000,000				210,000		220,000	1,020,000	240,000				
Wastewater Treatment														
13	LOWWTP Recycle Water Pumps/Box	-	20,000											
14	Bar Screen Replace at QPWWTP	-	200,000											
15	Industrial Reentry at LOWWTP	-	20,000											
16	Lower Creek WASTP Spillway Screen	550,000												
17	Lower Creek WASTP Screen	1,610,000				1,610,000	550,000							
18	Lower Creek WASTP Diffusers and Concrete Repairs	2,660,000				2,660,000								
19	Sludge Recycling Station / Waste Dump	640,000												
20	Lower Creek WASTP Equalization Basin	3,760,000						640,000						
21	Lower Creek WASTP Treatment Improvements	7,630,000						3,760,000						
	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	2,120,000	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	2,120,000	4,290,000	
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	23,598,000	10,223,000	8,560,000	7,198,000	6,946,000	6,195,000	5,090,000	10,060,000

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	\$48,500	175,000	227,500	58,000			62,000						
	Water Treatment Vehicles and Equipment	941,900	92,000	316,500	57,000	139,000	166,000	49,000	64,000	52,000	64,000	71,000		
	Water Resources Vehicles and Equipment	25,500	120,000	25,500					50,000		54,000	56,000		
Subtotal - Water Vehicles and Equipment		1,515,900	377,000	571,500	113,000	139,000	166,000	111,000	114,000	52,000	122,000	127,000		
Distribution System														
1	Finley Water System Improvements	8,305,000		6,500,500	2,000,000									
2	Major Pressure Reducing Valve Vaults	710,000			350,000	360,000								
3	Joynton 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 Valley Roadwater	780,000				780,000								
8	Whitwell Transmission Line Replacement - to Sowhills	6,000,000					6,000,000							
9	Wall Arroy Road Water Line Replacement	640,000					640,000							
10	Hudson Tank Pump Upgrades	590,000						590,000						
11	Pheasant Hill Road Water Improvements	750,000						750,000						
12	Whitwell-Cajals Water Pump Station	2,370,000								2,370,000				
13	Water System Interconnect #1	3,940,000									3,940,000			
14	Zacks Fork to Citrell Hill Water Supply Loop	-												1,450,000
15	Whitwell Transmission Line Replacement - to Whitwell	-												13,010,000
16	Divisional Valve Replacements	564,000		100,000	120,000		110,000	110,000		114,000				
17	Water Line Replacements	2,800,000					800,000		700,000		700,000		800,000	
Water Treatment														
18	2024 Compliance Projects	-	190,000											
19	Flash Mix Basin Repairs	450,000	500,000	450,000										
20	Residual Systems Upgrades	2,340,000					2,340,000							
21	Retreat all Cajals Pumps and Switchgear	250,000						250,000						
22	Add 3rd Whitwell Finshed Water Pump and VFD	1,040,000												
23	Add 3rd Raw Water Pump and VFD	1,250,000												
24	Filter Valve Upgrades	1,770,000												
25	Finshed Water Pump Station Upgrades	1,250,000												
26	Backwash Supply Improvements	350,000												
27	Operations Building Upgrades	2,010,000												
28	Sedimentation Basin Repairs	1,980,000												
29	Cleaveland Replacement	4,020,000									1,980,000			
30	Generator and Electrical System Loop	-									4,020,000			
Subtotal - Water Infrastructure Improvements		64,854,000	600,000	6,850,000	22,950,000	1,310,000	10,340,000	9,740,000	700,000	2,484,000	6,700,000	3,940,000	800,000	3,400,000
Total - Water Improvements		66,369,900		7,421,500	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,922,000	4,067,000	800,000	10,060,000
Current Year (FY24) CIP: Water Improvements			977,000											
10-Yr CIP: Water Improvements FY25-34		66,369,900		7,421,500	23,063,000	1,449,000	10,506,000	8,891,000	814,000	2,536,000	6,922,000	4,067,000	800,000	10,060,000

Capital Project funded as partially funded using a normal source(s): AFPA, Grant Allocation, etc.

Capital Project funded as partially funded using debt proceeds

**COMMITTEE OF THE WHOLE
TUESDAY, May 28, 2024**

8:30 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem David Stevens, Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, and Kimmie Rogers.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Downtown Economic Development & Main Street Director, Brenda Floyd, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Chief of Police Brent Phelps, Director of Special Projects & Grants Jared Wright, Communications Director Joshua Harris, Planning Technician, Matt Duchan, Human Resources Manager, Crystal Smith, Purchasing and Risk Manager, David Coffey, Senior IT Specialist, Ben Liddy, and Intern Kate Starr.

Absent: Councilmember Crissy Thomas.

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

II. CITIZEN COMMENTS

A. There were no citizen comments presented at this time.

III. COMMITTEE ITEMS

A. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following report:

1. Stormwater Infrastructure Emergency Repairs at (3) Locations; Shotcrete Contractors, Inc.: Staff recommends approval to contract with Shotcrete Contractions, Inc. to make the needed critical repairs to the following locations as quoted:
 - #1. Bride Headwall – Meadowlane Drive Bridge
 - #2. Stormwater Retention Vault – 443 Harper Avenue SW

* Quote for items 1 & 2 is \$19,400.00

Director Hogan pointed out the stormwater repairs on Creekway Drive are necessary because the bottom is gone from the pipe. In addition, he reported that two pipes have rusted out on Overlook Drive.

- #3. 931 Overlook Drive Culvert with Liner
- *Quote for item #3 is \$71,300.00

IV. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, May 11. Brenda Floyd, Economic Development & Main Street Director presented the following report. Director Floyd stated there are two board appointments that will be filled in June. Staff is also in the process of revising the I Heart Main Street dinner. Director Floyd further reported the Neon Bike Ride will be held on Friday, May 31 beginning at 8:30 p.m. at the Lenoir Rotary Soccer Complex.
- B. Planning Board: The Planning Board did not meet in May. Matt Duchan, Planner & GIS Coordinator presented the following item for discussion:
 1. Sidewalk Café Permit Application; Fercott Fermentables: Staff finds the proposed application approvable with conditions. The following conditions are recommended:
 - A. 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.
 - B. A 5 ft. clear pedestrian path between the sidewalk adjacent to Main Street.
 - C. The sidewalk café shall only operate during social District hours, as outlined by the Social District ordinance (Sec. 13-92, Lenoir Code of Ordinances.)
 - D. Any fixtures aside from the table and chairs shall be subject to the Planning Director's review.

This item will be placed on the June 4, 2024 Consent Agenda for consideration of approval by Council.

- C. Parks and Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, May 20. Phil Harper, Parks & Recreation Director presented a report of the meeting along with an update of several activities and projects as follows:
 - a) Automatic Gate Installation; J.E Broyhill Park & Broyhill Walking Park: Staff recommends awarding USA Fence the contract for the materials and installation of new automatic gate systems at J.E. Broyhill Park and Broyhill Walking Park for \$14,591 x 2 locations for a total amount of \$29,182.00. Staff further recommends changing the current Park Hours to Standard Seasonal Park Hours as below:

Standard Seasonal Park Hours
 April – September 6:00 a.m. – 8:30 p.m.
 October – March 6:00 a.m. – 7:00 p.m.

A copy of the bid tab is attached to these minutes as information.

Director Harper stated the department continues to have vandalism issues regarding the restrooms at the Broyhill Walking Park and emphasized the gates are needed. Councilmember Beal suggested adding an additional fifteen minutes in order to allow park guests time to exit the park. Police Chief Phelps responded it would work better for the Police Department to have set times established for opening and closing both parks.

Tuesday, May 28, 2024
Minutes-Committee of the Whole

the location of its existing Public Services Department's communication equipment.

A copy of the lease agreement is hereby attached to these minutes as reference.

Motion

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to adopt the Lease Agreement between the City of Lenoir and Hibriten Mountain, LLC for a ten-year period effective July 1, 2024 and shall continue in effect for a period of ten years ending on June 30, 2034 as described above and as presented.

3. Updated Safety & Health Policy for City of Lenoir: David Coffey, Purchasing & Risk Manager stated the policy has not been updated since the 1990's and includes a listing of the Department Directors, Supervisors, plus a list of doctor's employees may select from.

(A copy of the Safety & Health Policy is on file in the Purchasing & Risk Manager's office.)

Motion

Following a brief discussion and upon a motion by Councilmember Perkins, City Council voted 6 to 0 to adopt the updated Safety & Health Policy for the City of Lenoir as presented by Purchasing & Risk Manager David Coffey.

- F. Update: Director of Special Projects and Grants: Director of Special Projects and Grants Jared Wright presented the following report:

- 1) **PARTF Splash Pad** – The Construction Contract for the PARTF Splash Pad has been routed for execution and the next steps will include getting a project schedule from the contractor and scheduling a pre-construction meeting.
- 2) **PARTF Remaining elements** – Staff has reviewed required recreational elements and facility improvements and will solicit pricing from suppliers for a (concrete corn hole & ping pong) along with developing bid package(s) for improvements to the locker rooms/restrooms, whirlpool, and picnic shelter.
- 3) **MLK Improvements** – Staff packaged all improvements into a single bid package to avoid coordination issues with multiple subcontractors potentially being on-site at the same time; met with one (1) bidder on-site last week, will meet with additional bidders this week; Intent is to receive bids for entire scope of work to minimize number of contracts (this effort will help with coordination of activities and scheduling.)
- 4) **MRC Rooftop drainage and façade** – Request for Proposals developed, will send to additional contractors for quotes (1 already received.)
- 5) **Greenway Dog Park proposal** – develop POPC for improvements based on sketch (by others), determine public cost share (if the project is feasible.)
- 6) **Campus CMar RFQ** – Request for Qualifications has been drafted, need to determine posting, submission, review, and award dates (RFQ package ready to go.)
- 7) **ARC funding application** – for OVT pavilion and connector. A pre-submittal workshop will be held on June 4 with final applications due on July 31.
- 8) **College Avenue parcels** – continue coordination with legal counsel and heirs for all required signatures (2 parcels.)

Tuesday, May 28, 2024
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- 1) On Saturday, June 1st, the department will have crews at a Touch-a-Truck event at the Caldwell County Library and another public event at Chick-Fil-A.
- 2) On Saturday, June 1st, the department will be participating in a Smoke Detector Canvas in several communities within the City. These detectors are part of a grant program with the NC Department of Insurance (NCDOL.)
- 3) Staff will be assisting with the Keith Owens Junior Fire Academy this summer. Staff will help provide instruction on both the one day camp and during the weeklong camp.
- 4) Staff expresses a thank you to UNC Caldwell for an appreciation lunch they provided for all public safety agencies.

VII. OTHER

- A. June Calendar: The calendar for the month of June was provided in the packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

- A. There being no further business, the meeting was adjourned at 9:30 a.m.

Attachments

Sidewalk Café Permit

USA Fence (Bid Tab)

Harambee Design (submitted by artist)

Amendments (Annual Budget Ordinance)

Lease Agreement – Hibriten Mountain/City of Lenoir



SIDEWALK CAFE PERMIT APPLICATION

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 Dept. at 828.610.8442. PERMITS ARE GOOD FOR A PERIOD OF 1 YEAR AND MUST BE RENEWED ANNUALLY.

Submittal Checklist:

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

Permit Information:

Property Address: 107 Main St NW NC PIN: 2749870271

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

Business Name: Fercott Fermentables

Will ABC permit include sidewalk cafe area? Yes ☐ No ☒ *Not needed w/ Social District rules in place*

Number of seats in Restaurant: 34 Number of seats* proposed for sidewalk cafe: 2-3

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

Contact Information:

Jennifer Indicott
Name of Restaurant Operator

107 Main St NW
Street Address

Lenoir NC 28645
City State Zip

Phone Number: 828-394-9069

Fax Number: N/A

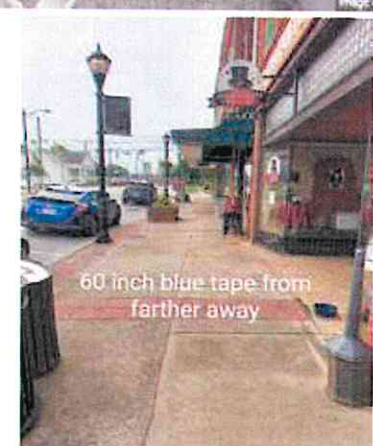
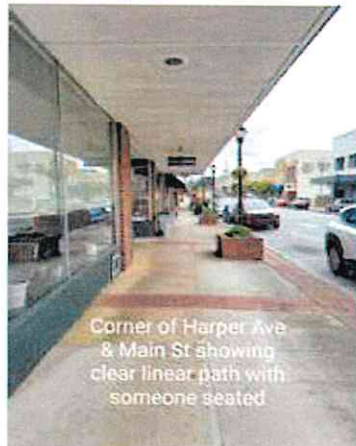
Email: fercottfermentables@gmail.com

Owner's Signature:

Jennifer Indicott

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. _____





Fercott Fermentables LLC
Fercott Fermentables
107 Main Street NW
Lenoir, NC 28645

ISSUED: 04/24/2023
COUNTY: Caldwell
TYPE: LLC Member Managed

PERMIT NUMBER	ORIGINALLY ISSUED	DESCRIPTION
00256206AJ	01/19/2018	Malt Beverage On Premises
00256206AL	01/19/2018	Unfortified Wine On Premises
00256206MB	01/19/2018	Mixed Beverages Bar

Permit(s) listed in **BLUE** must be registered by **April 30th** every year.

Permit(s) listed in **RED** expire on **04/30/2024** and must be renewed each year.



FILE NUMBER:

00256206AJ-999

William H. Bauer, Jr.

WILLIAM HENRY BAUER, JR.
 Chairman

Pursuant to G.S. 18B-903, these permit(s) are valid only for the business listed at this address, are not transferable, and will automatically expire with an ownership change. See authorization(s) on the back.

NC Department of Health and Human Services
Division of Public Health
Environmental Health Section

☒ Permit ☐ Transitional Permit

Date: 03/26/2024

Name of Establishment: Fercott Fermentables Permittee: Fercott Fermentables LLC
Location Address: 107 Main St NW Manager/Person in Charge: Jennifer Indicott
City: Lenoir State: NC Zip: 28645 County: Caldwell
Billing Name: Fercott Fermentables LLC Status Code: I - New Permit/Opening Sheet
Billing Address: 107 Main St NW Establishment ID: 1014010094
City: Lenoir State: NC Zip: 28645 Map #: _____ Parcel ID: _____
Email Address: fercottfermentables@gmail.com Lat: _____ Long: _____
Phone: (828) 394-9069 Fax: _____ Emergency Phone Number: _____

Permission is granted to operate a 1 - Restaurant as defined in G.S. 130A-247(I) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater Systems: ☒ Municipal/Community ☐ On-Site Capacity: 49 Category #: 0 1 ☒
Water Supply: ☒ Municipal/Community ☐ On-Site 3 4

Pushcart/Mobile Food Unit operating in conjunction with: _____

Restaurant or Commissary Name and ID number: _____

Conditions/Remarks:

No changes to menu without contacting CCEHS.

Facility not approved for specialized processing without local regulatory authority review to determine if a variance, HACCP plan, or both are required.

All equipment used shall comply with chapter 4 of the current NC Food Code Manual.

All wastewater generated by the facility shall be conveyed to an approved sanitary sewer system or onsite wastewater filtration system.

☐ Attachments

Transitional Permit Conditions

This permit shall expire on _____ and is not renewable. All non-compliant items listed herein and on attached pages (if applicable) must be completed within ☐ 90 / ☐ 180 days days. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: Jennifer Indicott Title: _____ Date: 03/26/2024
Manager/Person in Charge

Signed By: [Signature] REHS#: 2867 - Little, Logan Date: 03/26/2024
Division of Public Health

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Environmental Health Section, 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2024

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 Baker & Company Insurance Inc 121 W Plymouth St Bremen, IN 46506	CONTACT NAME: Robyn Goehring PHONE (A/C, No, Ext): 574-546-2685 FAX (A/C, No): 574-546-3527 E-MAIL ADDRESS: robyn@bakerandcompanyinsurance.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Fercott Fermentables 107 Main St Nw Lenoir, NC 28645	

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 (MSD)	SUBR (WVD)	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 ☐ PRO-JECT ☐ LOC ☐ OTHER	X		BKS63437918	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 15000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ CED ☐ RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$
	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		N/A			☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Lenoir 801 W Avenue 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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PROPOSAL / PRICE QUOTE

May 23, 2024 ♦ Page 1 of 2

City of Lenoir – Broyhill Walking Park Gate
945 Lakewood Cir SW
Lenoir, NC 28645

Attn: Duke Moore
dmoore@ci.lenoir.nc.us
828-757-2169

OUR SCOPE OF WORK ON THE ABOVE PROJECT IS AS FOLLOWS:

COMMERCIAL ALUMINUM

Install New:

- 1 4' x 20' Black Commercial Aluminum Cantilever Gate style Bellehaven
- 1 Cantilever Gate Operator with free exit, photo eyes, programmable timer and wireless keypad
- 2 4" Black Commercial Aluminum Gate Posts
- 3 4" Bollards – Concrete Filled

TOTAL PRICE OF MATERIAL AND LABOR, INSTALLED: \$14,591.00

VINYL COATED CHAIN LINK

Install New:

- 1 4' x 20' #8ga finish Black vinyl coated chain link cantilever gate
- 1 Cantilever Gate Operator with free exit, photo eyes, programmable timer and wireless keypad
- 2 4" Vinyl Coated Gate Posts
- 3 4" Bollards – Concrete Filled

TOTAL PRICE OF MATERIAL AND LABOR, INSTALLED: \$11,681.00

NOTE

If there is any variance between quantities and specifications shown by us and those in your request, please notify us immediately. Unless noted, assumed to be installed in dirt - Core Drilling will result in additional charges/change order. Quote covers listed footages only.

Respectfully Submitted,
Brittany Andrews
Estimator

Acceptance Signature: _____ Date: _____

Printed Name & Title: _____

**** Due to the current fluctuation of steel prices, this quote may Be withdrawn by USA Fence
If Not Accepted Within 10 Days ****



PO Box 11099 • 919 8th Ave NE Suite A • Hickory, NC 28601
Phone: (828) 999-2606 • www.usafence.biz



From: [Phillip Harper](#)
To: [Cannon, Shirley](#)
Subject: Final draft for mural
Date: Friday, May 24, 2024 2:18:36 PM



Sent from my iPhone

2023-2024 FISCAL YEAR			
BUDGET AMENDMENT			
MAY 28, 2024			
Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2024 as follows:			
ITEM 1: ADJUSTMENT TO ALLOCATE ADDITIONAL REVENUES.			
ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
3123	AD VALOREM TAXES	393,000.00	
3411	LIENS AGAINST PROPERTY	60,000.00	
3831	INTEREST EARNED	75,000.00	
	TOTAL INCREASE/DECREASES	528,000.00	
NET EFFECT ON GENERAL FUND BUDGET		528,000.00	
NET EFFECT ON THE GENERAL FUND BALANCE		-	
ITEM 2: ADJUSTMENTS TO THE GENERAL FUND TO ALLOCATE ADDITIONAL REVENUE.			
ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
4110	LEGISLATIVE	25,000.00	
4120	ADMINISTRATIVE	108,500.00	
4130	FINANCE	37,000.00	
4250	VEHICLE SERVICES	20,000.00	
4260	BUILDING MAINT.	20,000.00	
4270	ENGINEERING	28,500.00	
4312	POLICE PATROL	50,000.00	
4511	STREET MAINTENANCE	101,300.00	
4512	STREET TRAFFIC CONTROL	25,000.00	
4710	SANITATION	50,000.00	
6121	AQUATIC	15,000.00	
6130	PARKS	47,700.00	
	TOTAL INCREASE/DECREASES	528,000.00	-
NET EFFECT ON GENERAL FUND BUDGET		528,000.00	-
NET EFFECT ON THE GENERAL FUND BALANCE		-	-
ITEM 3: ADJUSTMENTS TO THE WATER AND SEWER FUND WITH A ZERO NET EFFECT ON FUND BALANCE.			
ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
WATER FUND			
7130	RHODHISS PLANT		125,000.00
7131	WATER DIST.		125,000.00
7132	WATER RESOURCES		15,000.00
7133	WATER ADMIN	40,000.00	
7140	WASTEWATER COLLECTION	-	25,000.00
7141	WASTEWATER PRETREATMENT		
7142	GUNPOWDER		25,000.00
7143	LOWER CREEK	275,000.00	
	TOTAL INCREASE/DECREASES	315,000.00	315,000.00
NET EFFECT ON WATER AND SEWER FUND BUDGET		-	
NET EFFECT ON ENTERPRISE FUND BALANCE		-	-

NORTH CAROLINA)
)
CALDWELL COUNTY) LEASE

THIS LEASE, made and entered into on the date of the last to sign below, is by and between:

HIBRITEN MOUNTAIN, LLC, a North Carolina limited liability company,
Mailing address: Attn: James B. Hogan
118 N. Sterling Street
Morganton, North Carolina 28655
Phone: (828) 437-3335; Email: james@starneslawfirm.com
("Landlord")

and
CITY OF LENOIR,
A North Carolina municipal corporation;
With a mailing address of:
Attn: Mr. Jeff Church
City of Lenoir
Public Works, Telemetry and Water Department
Post Office Box 958
Lenoir, North Carolina 28645
Email: jeff.church@CILEnoir.nc.us ("Tenant");
both parties of Caldwell County, North Carolina;

For and in consideration of the rents to be paid and the covenants and agreements hereinafter expressed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter cited, that certain property located in Caldwell County, North Carolina more particularly described below, (the "Leased Premises"), together with the use of the Hibriten Mountain Road to access the Leased Premises.

WITNESSETH:

1. Landlord owns the property known as Hibriten Mountain, pursuant to that certain deed recorded in deed book 1783 at page 1428 of the Caldwell County Registry.
2. Leased Premises: Tenant has been leasing a small spot on top of Hibriten Mountain (hereafter "the Leased Premises") from Landlord, and Landlord's predecessor in title, for a number of years, for its communications equipment, and desires to continue the lease into the future pursuant to this Lease. This lease is intended solely for the continuation of Tenant's leasing of the location of its existing equipment. In the event Tenant wishes to place new equipment on the mountain which takes up of occupies a different footprint than that used on the date this lease is executed, then a new lease may be required at Landlord's discretion.
3. Term: This Lease shall begin on July 1, 2024, and shall continue in effect for a period of Ten (10) years ending on June 30, 2034, (the "Initial Term").

4. Rental: During the Initial Term, the Rent will be:

7/1/2024 – 6/30/2025:	\$710.00/mo.
7/1/2025 – 6/30/2026:	\$731.30/mo.
7/1/2026 – 6/30/2027:	\$753.24/mo.
7/1/2027 – 6/30/2028:	\$775.84/mo.
7/1/2028 – 6/30/2029:	\$799.11/mo.
7/1/2029 – 6/30/2030:	\$823.08/mo.
7/1/2030 – 6/30/2031:	\$847.78/mo.
7/1/2031 – 6/30/2032:	\$873.21/mo.
7/1/2032 – 6/30/2033:	\$899.41/mo.
7/1/2033 – 6/30/2034:	\$926.39/mo.

The rental to be paid by Tenant for said premises shall be deemed divided among the City's Departments, as follows:

Public Works Dept.:	31%
Telemetry Dept.:	31%
Water Dept.:	38%

All rent shall be payable in advance of the 10th day of each month being rented. Should any monthly installment of rent remain overdue for twenty (20) days, at any time during such default Landlord may terminate this lease and demand and receive possession of said premises. Rent should be sent to: Attn: John C. Hogan, 10601 River Forest Drive, Raleigh, N.C. 27614-8969.

5. Access: Landlord grants to Tenant access over the existing roadbed of the private portion of the Hibriten Mountain Road to the Leased Premises for the purpose of constructing, operating, maintaining and modifying Tenant's facilities and associated equipment at any time subsequent to the signing of this Lease. Landlord shall have no duty to repair or maintain the road. Access is subject, however, to Tenant complying with the Forest Service regulations for use of Forest Service roads. Tenant shall share equally with other tenants on the site in the cost of maintaining the access road.
6. Permitted Use; Equipment; Underground Lines: Tenant shall be entitled to occupy and use the Leased Premises and the access routes described herein for purposes related to the construction, installation, operation, maintenance, repair and replacement from time to time of telecommunications facilities, towers, antennae, electronic equipment boxes and cabinets and/or equipment or devices which Tenant deems necessary or desirable for cell phone, one-way and two-way wireless, wireline and cable communications purposes (collectively, the "Equipment"). Without limiting the generality of the foregoing, Tenant shall be entitled to construct, reconstruct, replace, rebuild, inspect, maintain and use only underground telephone, telecommunications and electrical conduit and lines to serve the Equipment (the "Underground Lines"). Any such conduit and lines previously installed but not underground may be maintained, but not expanded without Landlord's express written consent. All utilities shall be placed parallel to and within ten (10) feet of the margins of access roads and rights of way.

7. Tenant shall be responsible for repair and maintenance of its Equipment and Underground Lines and shall pay all utility expenses attributed to its operation on the Leased Premises during the term of the Lease.
8. This Lease is not assignable and the Leased Premises may be used only by Tenant.
9. Interference: Tenant shall not use, nor shall tenant permit others to use any portion of the Leased Premises in any way which interferes with the operations of other tenants located on the Landlord's Property. Tenant shall comply with all applicable FCC laws and regulations related to *RF* emissions. Tenant shall be responsible for taking such steps as may be necessary to prevent any interference or spurious radiation affecting radio, telephone or electric facilities of Landlord or other tenants existing on the Landlord's Property (Hibriten Mountain) on the date of this Lease. Landlord agrees to require the same level of non-interference of any subsequent tenant on Hibriten Mountain.
10. Indemnities: Landlord and tenant shall each indemnify and save harmless the other, as follows:
 - a) Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's agents and employees.
 - b) Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord or the Landlord's agents and employees.
 - c) The indemnity provisions in this Paragraph covers personal injury and property damage and shall bind the agents, servants and employees of Landlord and Tenant (as the case may be). The indemnity obligations in this Paragraph shall survive the expiration or earlier termination of this Lease.
11. Default: If Tenant shall continue in default in the payment of any rental or other sum of money becoming due hereunder for a period of ten (10) days after written notice of such default has been received by Tenant, or if either party hereto shall default in the performance of any other terms, conditions or covenants contained in this Lease to be observed or performed by it and the party in default does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within thirty (30) days commence such act or acts as shall be necessary to remedy the default and shall not diligently complete such act or acts (to effect a cure of the default), then in any such event the party failing to so perform shall be deemed to be in default under the Lease and the other party shall have the right, at its option, to terminate and cancel this Lease (although any indemnities provided herein shall expressly survive such termination) and/or exercise any and all other remedies and seek all damages available at law or in equity. Additionally, if Landlord is in default hereunder, in addition to all rights and remedies afforded tenant by law and equity, Tenant may take such steps as reasonably necessary (and expend such funds as reasonably necessary) to cure such default and recoup from Landlord or Landlord's successors and assigns the funds expended by deducting same from rents payable by Tenant hereunder. All of the remedies provided herein

shall be cumulative and not exclusive. Forbearance by a party to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed a waiver of such default or an election of remedies.

12. End of Term: Tenant shall, upon the expiration or earlier termination of the term of this Lease, vacate and deliver the Leased Premises to Landlord in as good condition and repair as existed at the beginning of this Lease, reasonable wear and tear, fire and other unavoidable casualty excepted. Notwithstanding the foregoing to the contrary, Tenant shall be entitled, in tenant's sole discretion, to remove all or any portion of the Equipment from the Leased Premises or to leave all or any portion of the Equipment on the Leased Premises upon the expiration or earlier termination of the term of this Lease. With respect to any portions (or all, as the case may be) of the Equipment that Tenant elects to leave on the Leased Premises (as evidenced by written notice from tenant to Landlord), such Equipment shall become the property of the Landlord upon the expiration or earlier termination of the term of this Lease.
13. Quiet Enjoyment: Landlord covenants and agrees that Tenant shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by or from anyone claiming by, through or under Landlord. Tenant understands that Landlord has leased other portions of the top of the mountain to other tenants.
14. Address of Landlord and Tenant Notices:
 - a) Notices required to be given to Landlord under this Lease, shall be mailed or delivered via Courier Service to:
 Attn: James B. Hogan
 Hibriten Mountain, LLC
 118 N. Sterling St.
 Morganton, N.C. 28655
 (828) 437-3335; Email: james@starneslawfirm.com
 or to such other person, firm or corporation and/or at such other place as shall be designated by Landlord by written notice to Tenant from time to time.
 - b) Notices required to be given to Tenant under this Lease, shall be mailed or delivered via Courier Service to:
 Attn: Mr. Jeff Church
 City of Lenoir
 Public Works, Telemetry and Water Department
 Post Office Box 958
 Lenoir, North Carolina 28645
 - c) Wherever in this Lease it shall be required or permitted that any notice, request, report, communication or demand be given, served or transmitted by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be personally delivered or forwarded by registered or certified mail, return receipt requested, or by nationally recognized courier service providing written

confirmation of delivery, to the applicable address(es) of the parties specified in this Paragraph (or to such other address(es) designated by such party by written notice to the other from time to time). Notice shall be deemed to have been given or served on the delivery date indicated by the United States Postal Service or courier service on the return receipt or on the date such delivery is refused or marked "undeliverable" unless Tenant or Landlord (as the case may be) is served personally, in which event the date of personal delivery shall be deemed the effective date of notice.

- d) Email notice is sufficient where the intended recipient of the email acknowledges receipt.
15. Liens: Landlord hereby warrants that no mortgages or deeds of trust are outstanding against the Leased Premises at the time this Lease is executed. Should Tenant cause any liens to arise, Tenant shall discharge all liens with interest and penalties, which arise against the Leased Premises as a result of operations by Tenant.
16. Complete Agreement: This Lease contains the complete agreement of the parties with reference to the demising of the Leased Premises.
17. Amendment: No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.
18. Binding Effect: The stipulations, agreements and covenants herein contained shall be binding upon the parties hereto and their respective heirs, successors and assigns.
19. Should a dispute arise hereunder, and litigation ensue as a result, the prevailing party shall be entitled to recover his reasonable attorneys' fees and court costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year of the last to sign below.

LANDLORD:
Hibriten Mountain, LLC

By: _____ (SEAL)
James B. Hogan, Manager Date

TENANT:
City of Lenoir

By: [Signature] City Manager 5/29/2024 (SEAL)
Signature Title Date



**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.

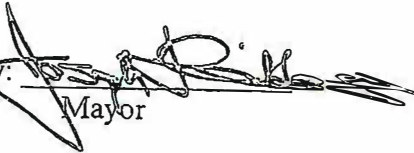
Tuesday, June 4, 2024

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.

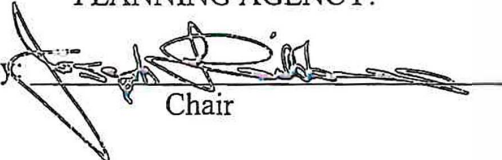
LOCAL GOVERNMENT:
CITY OF LENOIR

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

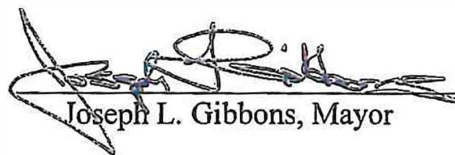
WHEREAS, by contract, Caldwell County's Code Enforcement is provided by the Western Piedmont Council of Governments (WPCOG); and

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.

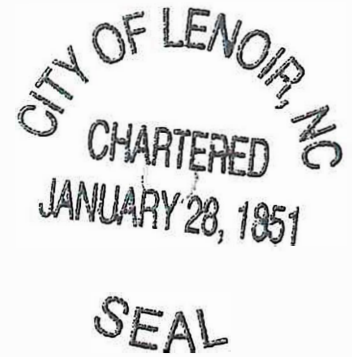
8. **MATERIALS AND/OR LABOR PROVIDED.** Prior to beginning the Work, Contractor shall provide to the City a list of each and every party furnishing materials and /or labor to Contractor in furtherance of the performance of the Work. This list of materials and/or labor providers shall be attached to this 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.

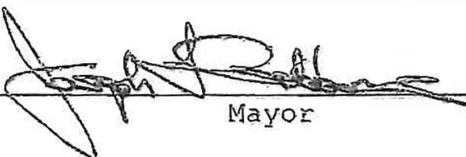
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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.

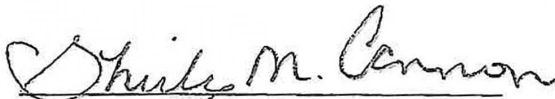
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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

May 2024 Communication Report

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

By Joshua Harris, Communication & Public Information Director

6/7/2024

CONTENT CREATION

News Releases

4

Photos

169

Videos

3

Web Updates

74

Podcast/Radio

Social Posts

119

Q&A

41

eSign

1

Council

5

Committees

19

PUBLIC ENGAGEMENT

Website Total Views

41,869

+/-

3.7%

Website Top Pages

- 1 *Payment Options*
- 2 *LAFC*
- 3 *Jobs*
- 4 *Water & Sewer Service*
- 5 *Job - Custodian MLK Jr. Center*
- 6 *Search*
- 7 *Police*
- 8 *Job - Main Street Community Engagement Coordinating*
- 9 *Sanitation*

Social Followers

Total

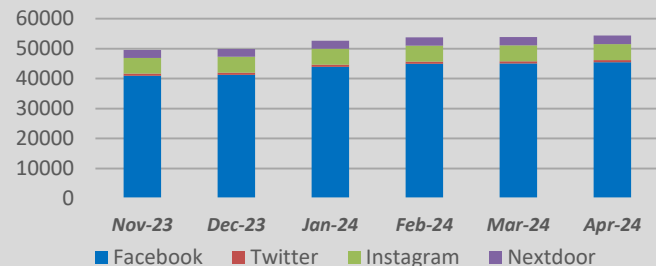
+/-

New this month

55,223

0.15%

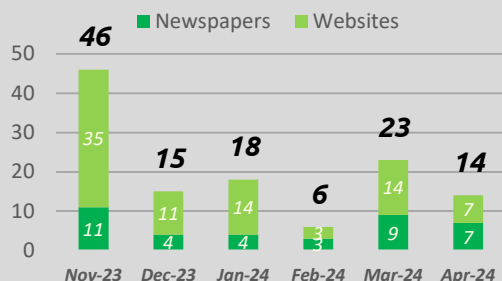
82



Social Engagement

	Total	+/-
Social Reach	93,632	-19.0%
Social Visits	12,419	-19.5%

Media Coverage



Video Views

994

Watch Time Hrs

44.7

	Views		Hours
Facebook	793	Facebook	14.9
YouTube	201	YouTube	29.8

News Releases

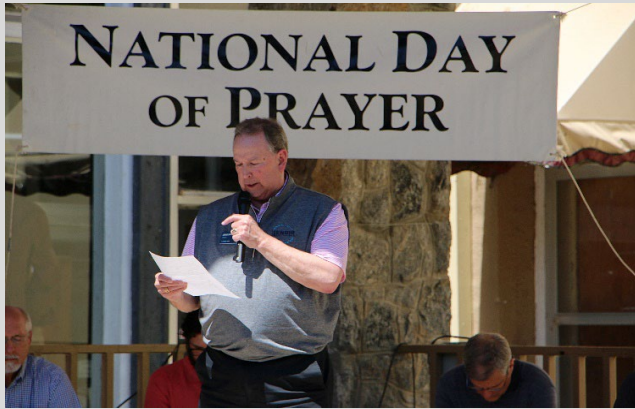
4

- 5/8** SUMMER MUSIC, MOVIES, AND FUN COMING TO LENOIR
- 5/13** POSTPONED - COME CELEBRATE DOWNTOWN LENOIR'S MAIN STREET CHAMPIONS
- 5/24** CITY OF LENOIR OUTDOOR POOL OPENS MONDAY
- 5/28** NEON NIGHT RIDE THIS FRIDAY AT THE LENOIR ROTARY SOCCER COMPLEX

Photos

169

<i>Date</i>	<i>#</i>	<i>Subject</i>	<i>Date</i>	<i>#</i>	<i>Subject</i>
5/2	21	National Day of Prayer			
5/7	33	City Council Drinking Water Week			
5/8	12	Charlotte Water IBT Public Meeting			
5/11	10	Bloom Blast in Downtown Lenoir			
5/16	24	paving on Scroggs and Vance streets			
5/23	8	paving on Haigler Lower Creek area			
5/31	61	Neon Night Ride			



National Day of Prayer



Peace Officers Memorial Week



Celebrate Drinking Water Week



National Public Works Week



Bloom Blast



Neon Night Ride

Social Posts 119

Top Facebook

#1	City	13.2K	City paving						
	Contractors recently finished paving sections of sever... City of Lenoir, NC Government	Boost ...	Thu May 23, 4:11pm	13.2K Reach	13.3K Impressions	146 Reactions/Likes, comment...	6 Shares		
#2	Police	12.1K	Employees treated to lunch						
	Employees were treated to some delicious food this ... City of Lenoir Police Department	Boost ...	Fri May 17, 10:39am	12.1K Reach	12.1K Impressions	251 Reactions/Likes, comment...	6 Shares		
#3	Fire	3.6K	Congrats to firefighter						
	Lenoir Fire Department would like to congratulate Dri... City of Lenoir Fire Department	Boost ...	Tue May 14, 4:18pm	3.6K Reach	3.7K Impressions	236 Reactions/Likes, comment...	3 Shares		
#4	Parks	2K	Summer basketball registration						
	Summer league basketball registration for kids ages 8-... Lenoir Parks and Recreation	Boost ...	Wed May 15, 8:11am	2K Reach	2.2K Impressions	23 Reactions/Likes, comment...	11 Shares		
#4	Downtown 17		Friday Night Live						
	Friday Night Live - Concert Series Downtown Lenoir	Boost ...	Wed May 29, 6:39pm	17 Reach	--	--	--		

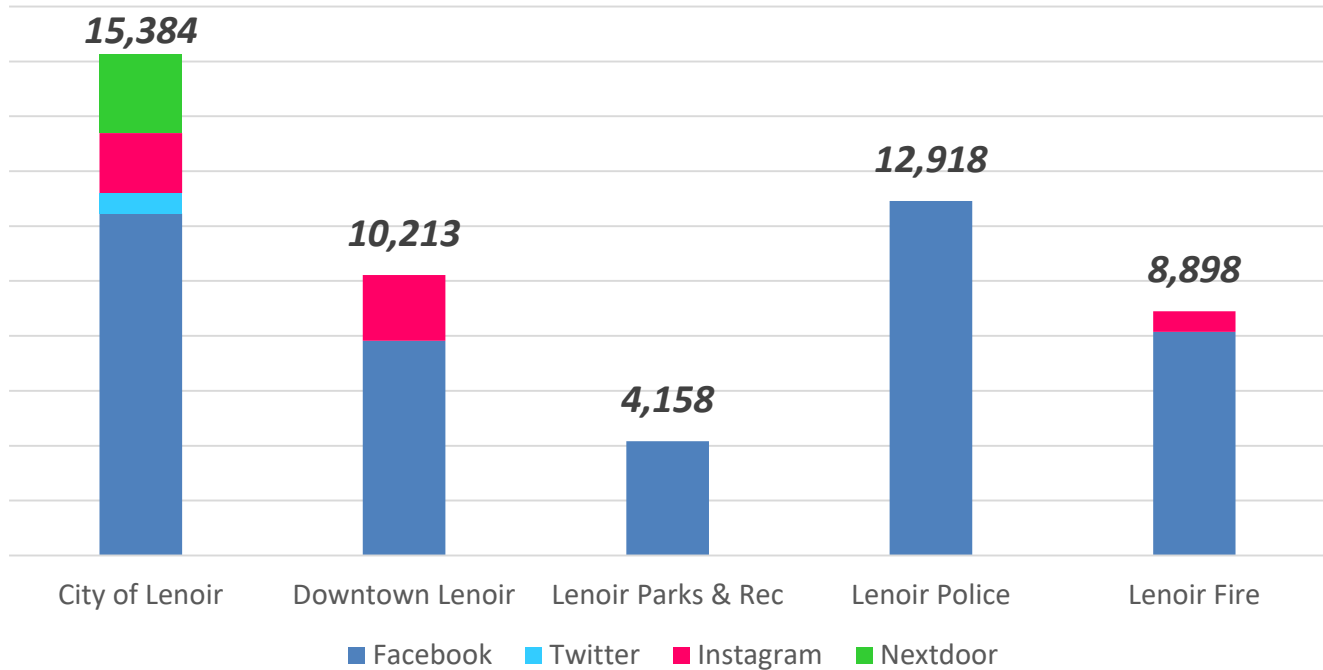
Top Twitter

				Impressions	Engagements	Engage Rate
	City of Lenoir, NC @CityofLenoir · Jun 5			150	7	4.7%
	The 2nd Learn. Grow. Share. event is this Saturday, June 8, from 10 am to noon at Unity Park & Community Gardens! Come see the demo garden & learn about planting a salad garden and about vertical gardening! There's going to be a rock painting activity for children. #domoreinlenoir pic.twitter.com/M9R679wCfF					
				Impressions	Engagements	Engage Rate
	City of Lenoir, NC @CityofLenoir · May 31			116	6	5.2%
	The Neon Night Ride is happening tonight on the City of Lenoir Greenway! Come to the Lenoir Rotary Soccer Complex at 8:30 pm! We'll have fruit donated by Food Lion, 847 Wilkesboro Blvd, cookies donated by Chick-fil-A at Smith Crossroads, and free glow sticks! pic.twitter.com/DTRV00TVvX					

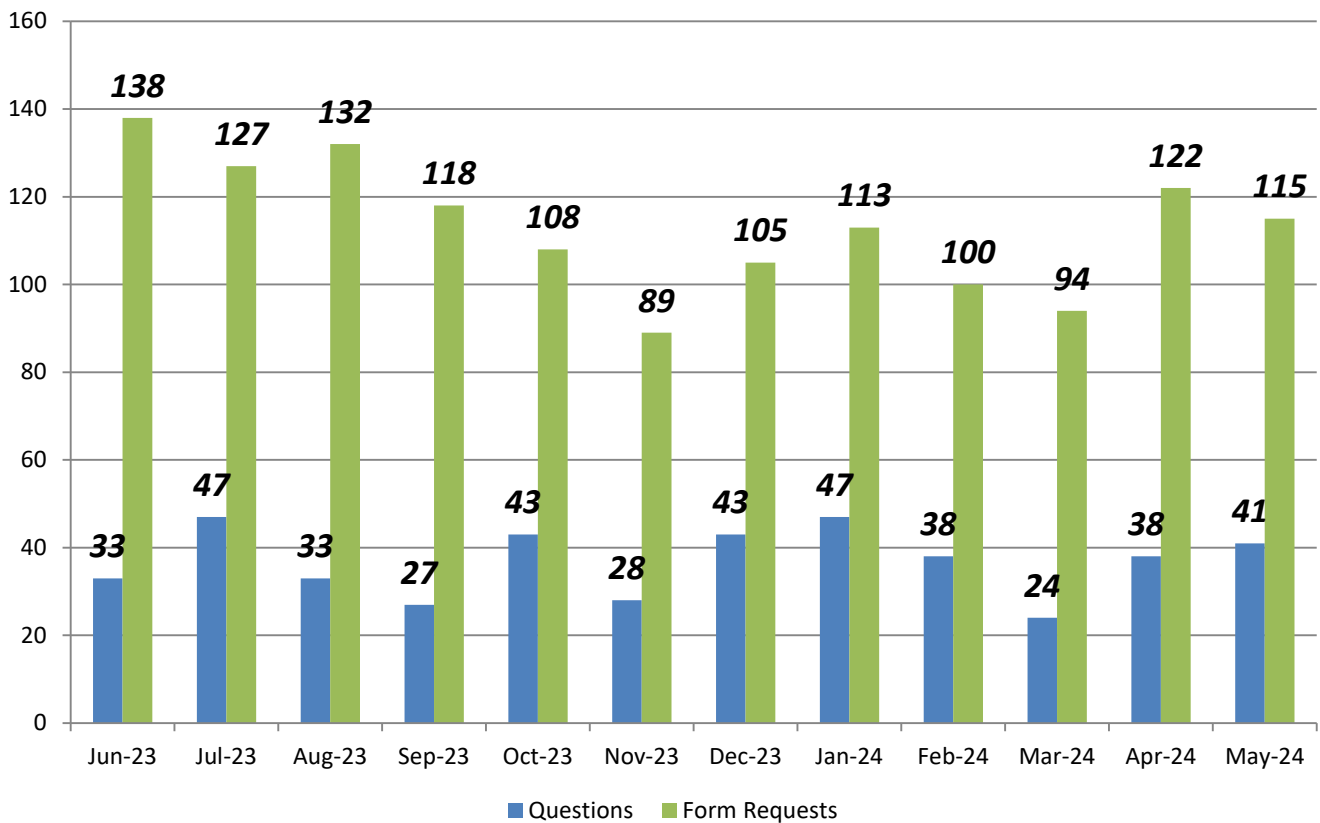
Top Instagram

#1	City	538	I Heart Main Street Awards Dinner						
	The Downtown Lenoir Development Alliance is hostin... cityoflenoirnc	Boost ...	Mon May 13, 2:29pm	538 Reach	659 Impressions	42 Reactions/Likes, comment...	3 Shares		
#2	City	529	City Paving						
	Contractors recently finished paving sections of sever... cityoflenoirnc	Boost ...	Thu May 23, 4:12pm	529 Reach	649 Impressions	47 Reactions/Likes, comment...	0 Shares		

Social Comparison



Questions & Form Requests



hello my name is trecolia edwards. i have a cleaning business in the city and would love to fill out a grant form.

Overgrowth of grass, weeds

Could someone contact me regarding applying to be a vendor at the BlackBerry Festival in July? Thank you

What is your 2024 "Summer Music Madness" schedule? Dates and times?

Someone in the apartments is blasting music so loud that I can hear it out in my yard

Noise complaints

Overgrowth of grass, weeds

Records request for all police records relating to an accident on Wilkesboro Blvd

It started at 10 am, and it is now 6:30 and apartment #1 has been blasting music for over 8 hours. I can hear it in my bedroom on the Robert Barrett with Strawberry Festival in Chadbourne NC, looking for information on the Blackberry Festival.

Just wanted to follow up on a job application I submitted Thursday last week.

I would like to know when the next meeting for the proposed cell tower that is being planned. We would like to be at this meeting.

Our office represents Mr. Rosalio Luna-Pimentel. He was arrested by the Lenoir Police Department on or about 03/25/2005 for Assa

I cannot get online to post a yard sale that my church is having.

Hey, my band, Vybe would be interested in playing for you guys, if you have any addt Friday nights available. Facebook.com/vybebar

I notified City 2 times of street light blinking on and off. It is not working at all now. Street is very dark.

I have been searching high and low for information high and low for the bands that are supposed to be playing on the square in Dow Drainage creeks and drain channels flood with every storm doing significant damage to area properties.

Hello, I run a 50c3 non-profit that is building campgrounds nationwide with social services and more for homeless. We are not encar Property damaging flooding caused by clogged drains, unkept drainage ditches & overgrown private creek. Affecting multiple proper

Is their anyway to get the lawn cut into Frontier Lane

question about a tree that is leaning toward the wires

(In Granite Falls) How long does bulk pick up take? I filled out the online form 2 times and it's been almost a month and the mattress

Nice job. Please paint and pressure wash the buildings. It's depressing.

Hey just wanted to make you aware the padding that's on the freshly planted trees uptown needs taken off that's only used to prote

Just complimenting the Master Gardener volunteers for planting during Bloomblast!

Don't forget Stage St the n.w it's still partially dirt

Off Hospital Ave onto Entrance of Stonewall to End needs Paving as well. Also need Humps to Slow down the Speeding from turning sure wish someone would think about the folks on the other side of Lenoir, and repave Crest Place SW. Our street needs paving, and

I know you folks in the water department have had a lot to deal with. But I want to tell you that the area near the Indian Hills Water

When will be able to pave street Edgewood Dr SW Lenoir. Are street needs to be paved other street have been paved more times th seen big white dump truck going up and down all the time on gravel driveway between 905 and 901 severt circle and on paved drive

Wanted to sign up for the Neon bike ride

Hey, I was reaching out to see if a commercial cleaner is needed for any department. I am owner of Whisnant's Cleaning of Lenoir. W Creekway drive needs to repaved bad!!

we paid to have a new brick put in for my husband, it was supposed to be in by Memorial Day

Does the city of Lenoir pick up tree trimmings?

Junk/abandoned vehicles

Overgrowth of trees hanging over road

Please mow the ugly mess coming into Dimond head on the right. Been years since it was taken care of.

How much is membership I'm disable raising my grandson (guardian ship) I adopted my step granddaughter it was official last month



Brent Phelps
Chief

CITY OF LENOIR POLICE

1035 West Avenue NW
Lenoir, NC 28645
828-757-2100



Scott Hildebran
City Manager

CITY OF LENOIR
LENOIR POLICE DEPARTMENT
POLICE OFFICER TRAINEE
POST - BASIC LAW ENFORCEMENT TRAINING (BLET)
TUITION REQUEST

NAME: _____

DEPARTMENT: Police DATE: _____

Your application for participating in the Lenoir Police Department's Police Trainee program through Caldwell Community College and Technical Institute, Western Piedmont Community College, or Catawba Valley Community College BLET program has been approved. You prequalify for city paid tuition, books, uniforms and other required supplies necessary to successfully complete all required BLET training.

ITEMIZED EXPENSES

Course Title	Pre-Hire Processing	Books & Uniforms	School Fees	Total
Basic Law Enforcement Training		1,135.14	0.00	1,135.14
Conditional Offer Psychological and Medical Evaluation	775.00			775.00
Brains Assessment	50.00			50
Tuition Increase				
			Subtotal	\$1,960.14
			Tax	
			TOTAL	\$1,960.14

Total amount to be paid by the rules of the Police Trainee Program: \$1,960.14

Requested: _____
Employee Signature Date

Approved: _____
Department Head Date

Dept. Acct. 10-10-4310-
(Department will complete)

NOTE

I, _____, for value received, being money paid by the City of Lenoir to Caldwell Community College and Technical Institute, Western Piedmont Community College, or Catawba Valley Community College BLET program and any uniform vendor as part of the Lenoir Police Department's Police Officer Trainee Program, do promise to pay to the City of Lenoir the Sum of one thousand nine hundred sixty dollars and fourteen cent (\$1,960.14).

This note is executed upon the condition and reservation that one-third of the amount of this note shall be credited as paid at the end of one year's service in my employment with the Lenoir Police Department following completion of the field training program; another one-third of said principal shall be credited as paid following the end of two years of such service; and the final one-third balance will be credited as paid, and this note declared paid in full at the end of three years of such service. I do further agree that in the event I fail to complete BLET or leave the service of the Lenoir Police Department, either voluntarily or upon my being dismissed, the balance then owing on said note shall immediately become due and payable, and the City of Lenoir shall have the right to credit on the balance of this note any amount owed to me by the City of Lenoir for salary or wages at the time of such termination or dismissal.

This note shall not bear any interest while I am employed by the City of Lenoir and shall bear no interest upon termination.

IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____, 20__.

Employee Signature

Witness:

Notary Public

My Commission Expires _____



Brent Phelps
Chief

CITY OF LENOIR POLICE

1035 West Avenue NW
Lenoir, NC 28645
828-757-2100



Scott Hildebran
City Manager

NAME: _____

DEPARTMENT: _____ DATE: _____

Your application for participating in the Lenoir Police Department's Police Trainee program either through Caldwell Community College and Technical Institute (CCCTI), Western Piedmont Community College (WPCC), or Catawba Valley Community College (CVCC) BLET program has been approved. You prequalify for city paid tuition, books, uniforms and other required supplies necessary to successfully complete all required BLET training.

Your total itemized BLET expenses will be determined on a later date after final invoicing is received from either CCCTI, WPCC, CVCC, or any uniform vendors. Your total BLET expenses will not exceed \$2,000.00.

Requested: _____
Employee Signature Date

Approved: _____
Department Head Date

NOTE

I, _____, for value received, being money paid by the City of Lenoir to either Caldwell Community College and Technical Institute, Western Piedmont Community College, Catawba Valley Community College, or any uniform vendors as part of the Lenoir Police Department's Police Officer Trainee program, do promise to pay to the City of Lenoir the full sum of all related costs.

This note is executed upon the condition and reservation that one-third of the amount of this note shall be credited as paid at the end of one year's service in my employment with the Lenoir Police Department following completion of the field training program; another one-third of said principal shall be credited as paid following the end of two years of such service; and the final one-third balance will be credited as paid, and this note declared paid in full at the end of three years of such service. I do further agree that in the event I fail to complete BLEET or leave the service of the Lenoir Police Department, either voluntarily or upon my being dismissed, the balance then owing on said note shall immediately become due and payable, and the City of Lenoir shall have the right to credit on the balance of this note any amount owed to me by the City of Lenoir for salary or wages at the time of such termination or dismissal.

This note shall not bear any interest while I am employed by the City of Lenoir and shall bear no interest upon termination.

IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____, 2024.

Employee Signature

Witness:

Notary Public

My Commission Expires _____

Lenoir
All-America City
2008

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 City Offices Closed! 9:30 p.m. Fireworks (Optimist Park)	5 7:00 p.m. - 10:00 p.m. Dial Up Radio (Concert on the Square)	6 3:00 p.m. Cruise-In (Downtown)
7	8	9	10	11	12 NC Blackberry Festival (Downtown Lenoir)	13 NC Blackberry Festival (Downtown Lenoir)
14	15	16 6:00 p.m. City Council	17 9:00 a.m. Staff Mtg.	18	19 7:00 p.m. - 10:00 p.m. Red Dirt (Concert on the Square)	20
21	22 5:30 p.m. Planning Board	23 Cancelled- Committee of the Whole Meeting	24	25	26 6:00 p.m. Jump St. Music Festival (LHS) 7:00 p.m. - 10:00 p.m. Southern Thunder	27 6:00 p.m. Jump Street Music Festival 7:00 p.m. Kung Fu Panda 4 (LHS Aud.)
28	29	30	31			
		August The annual Harambee Festival will be held the week of August 3 through August 9 at the Martin Luther King, Jr. Center. Events are scheduled daily.				