



AGENDA

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



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Rezoning; 420 Virginia Street: A public hearing will be held to consider rezoning the property located at 420 Virginia Street, NCPIN#2749338334 from I-2 (Heavy Industrial) to R-6 (High-Density Residential) as requested by property owner Marcella Hines and based on the following consistency statement and Staff's recommendations: The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it protects the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. This rezoning also helps to standardize and move this area towards practical zoning.
- B. Special Use Permit; 111 Fairview Drive NW: A quasi-judicial public hearing will be held to consider the requested Special Use Permit (SUP) as submitted by Dawn Curtin for a proposed child care center with offices and a meeting space in the B-6 district for property located at 111 Fairview Drive, NCPIN 2749130104 and NCPIN 2749120839 and based on the findings on page 5 of the submitted Staff Report and subject to the following four (4) conditions:
1. The applicant must maintain the street yard landscaping along Fairview Drive where it abuts residential zoning and add exterior doors to the classrooms as is required for egress. A zoning permit will be required.
 2. Any new lighting for the daycare use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.
 3. Valid permits and inspections must be obtained for this use, including and any other federal, state, or local regulations that applies.
 4. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Section 817 (B-6 Transitional Business District Design Standards) of the Lenoir Zoning Ordinance.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, June 18, 2024 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, June 18, 2024 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the Committee of the Whole minutes of Tuesday, June 25, 2024 as submitted.

- D. Resolution; Caldwell County Animal Care & Enforcement Ordinance: Staff recommends approval of a resolution affirming support for Caldwell County to enforce the Animal Care and Enforcement Care Ordinance within the City limits of Lenoir in order to comply with new regulations set in play by the state of North Carolina.
- E. Resolution; Lead Service Line Identification Inventory: The North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund – Lead Service Line Replacement (DWSRF-LSLR) loan in the amount of \$500,000 to conduct a Lead Service Line Identification Inventory. Staff recommends approval of the resolution and required acceptance documents as submitted.
- F. Proposal; Field Inspections: Staff recommends approval of Duke’s proposal to conduct field inspections to assist in the completion of the Lead Service Line Inventory Project as required by the Environmental Protection Agency (EPA.) Duke’s proposal for visual inspection of service lines is at a rate of \$75.00 per line on the customer side and \$75.00 per line on the utility side.
- G. Construction Contract; MLK Improvements: Staff recommends awarding the construction contract for the Martin Luther King Jr. Recreation Center Facility Improvements project (exclusive of tennis court resurfacing) to Precision Contracting Company for a contract price of **\$203,417.00**. Precision Contracting Company is appropriately licensed to perform the work, has successfully completed past projects with the City of Lenoir, and is the lowest, responsive, responsible bidder.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. A Summer Concert Series will be held on Friday, July 19 from 7:00 p.m. – 10:00 p.m. with the band Red Dirt performing on the downtown stage. The band Southern Thunder will perform on Friday, July 26.
- 2. The Jump Street Music Festival will be held on Friday, July 26 & Saturday, July 27 at the former LHS facility beginning each evening at 6:00 p.m.
- 3. The movie Kung Fu Panda 4 will be shown at the LHS facility on Saturday, July 27 beginning at 7:00 p.m.
- 4. The annual Harambee Festival will be held the week of August 3 through August 9. Events will be held daily at the Martin Luther King, Jr. Center.

B. Items for Council Action

- 1. Acceptance of Offer to Purchase; Sealed Air Corporation: Staff recommends Acceptance of an Offer to Purchase the Fire Pump and Fire Pump Premises in the amount of \$1,000 as submitted by Seth Bradshaw, Plant Manager, Sealed Air Corporation. The Fire Pump and Fire Pump Premises is located at 2001 International Boulevard, Hudson Township, Caldwell County, NC, NCPIN#2766197237 and Parcel ID Number 03-30-1-10. The metes and bounds are included in their submitted documents along with a map of the property.

Note: The legal advertisement for the Notice of Offer to Purchase Real Property will be published in the News Topic starting a ten (10) day upset bid period as required by N.C.G.S. §160A-269 following Council’s Acceptance of the Offer to Purchase.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

CITY OF LENOIR**COUNCIL ACTION FORM: July 16, 2024****I. Agenda Item:**

Applicant Marcella Hines requests that the City rezone her property at 420 Virginia St from I-2 (Heavy Industrial) to R-6 (High-density Residential).

II. Background Information:

The applicant is requesting this zoning change in order to build a small cottage in the rear and to subdivide into two lots. The existing single family home is legally nonconforming to the I-2 zoning district, but to further develop the property for residential uses, the property must have a residential zoning district.

III. Staff and Planning Board Recommendation:

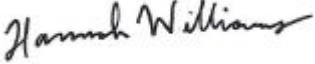
Approval of the rezone from I-2 to R-6, based on the following consistency statement:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it protects the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. This rezoning also helps to standardize and move this area towards practical zoning.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



Staff Report

Zoning Amendment

CASE NUMBER R #2-24

LOCATION MAP/AERIAL PHOTOGRAPH



Parcel addresses and owner information shown for all properties required to receive notice of these proceedings.

SUMMARY

Owner

Claudette Marcella Hines

Applicant

Claudette Marcella Hines

Location

420 Virginia St SW

NC PIN

2749338334

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan

Description of Request:

The applicant requests that the City re-zone her property at 420 Virginia Street from I-2 (Heavy Industrial) to R-6 (High-Density Residential)

Staff Recommendation:

Approval of the request, based on the consistency statement on page 7.

Planning Board Recommendation:

Approval of the request

Public Comment:

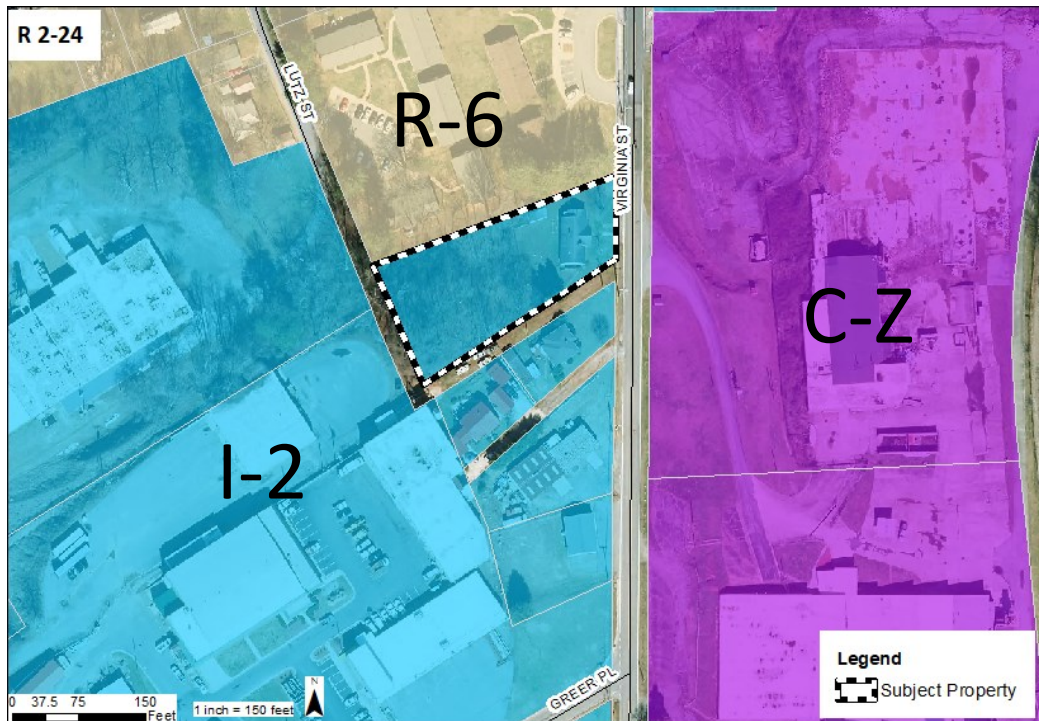
None

Planning Board Meeting: June 24, 2024. Notice of the meeting was mailed to the owners of all adjacent parcels (listed on map above) on June 14, 2024.

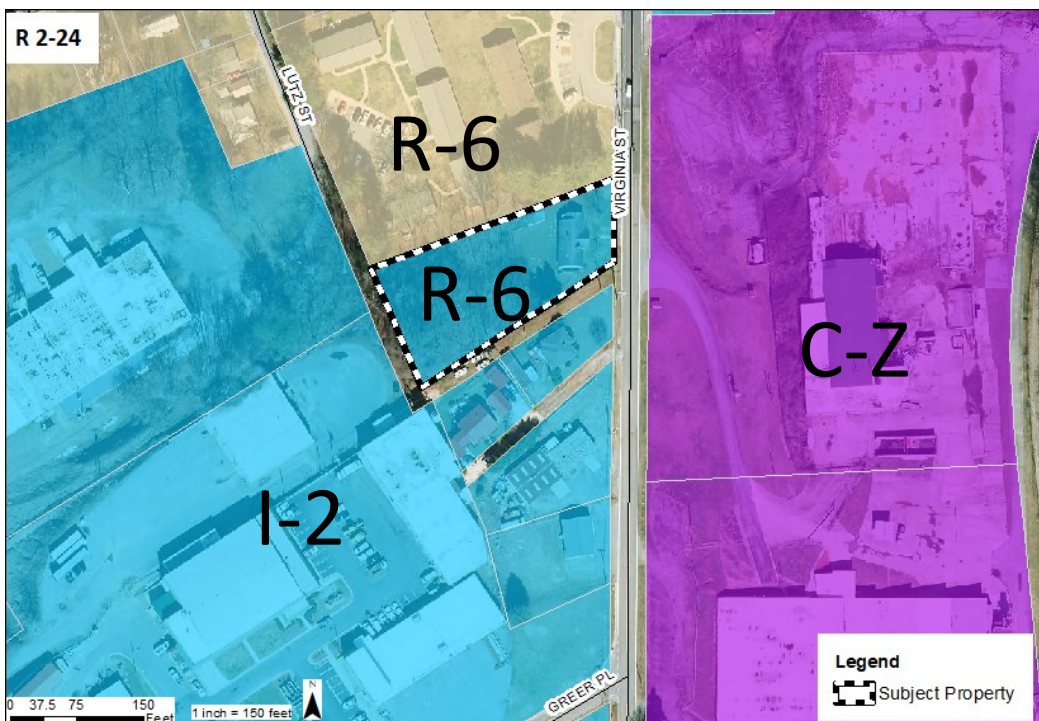
City Council (Public Hearing): Scheduled for July 16, 2024. Notices were mailed to adjacent property owners on July 5, 2024. Notice of the meeting was published in the News-Topic on July 4 and 11th, 2024. Notice has been posted on the property at least ten days in advance of the public hearing.

EXISTING AND PROPOSED ZONING MAPS

Existing Zoning: I-2



Proposed Zoning: R-6



AERIAL PHOTOGRAPH



Comparison of Allowable Uses

Sec. 600 of the Lenoir Zoning Ordinance establishes a chart of permitted and special uses for each zoning district. The R-6 zoning district is intended to accommodate high-density residential. The I-2 zoning district is intended to support a variety of uses, but predominantly heavy industrial uses that are not permitted in other areas of the city.

Comparison of Zoning Districts

	R-6	I-2
Development Standards	Min Lot Size— 6,000 SF (single-family); 9,000 SF (multi-family and non-residential) Setbacks Front: 35' Side Yard: 15' Abutting Side Street: 25' Rear Yard: 25'	Min Lot Size - 0 SF Setbacks Front: 25' Side Yard: 0' Abutting Side Street: 0' Rear Yard: 0'
Summary of Permitted Uses	Accessory Cottage Attached Dwellings (Townhomes) Bungalow Court Dwelling, single-family detached Duplex Manufactured Homes (Doublewide) Multi-family, low-density Zero-lot line (single-family) **For special uses see Section 600, Table A in Lenoir Zoning Ordinance **	Day Care Centers Kennels, Commercial Eating and Drinking (without drive-through) Eating and Drinking (with drive-through) Flea Markets Greenhouses, Commercial Hospital/Clinics Junk Yard/Salvage Yard Manufacturing & Processing: Boutique/Artisan Manufacturing & Processing: Heavy Office (Medical and Dental) Public Service Facilities Personal Storage Recreation, Indoor Retailing, Light and Intensive Services, Automotive, Major Vehicles, Business and Personal Shooting Range, Indoor Studios and Specialty Schools Veterinarians Warehousing **For special uses see Section 600, Table A in Lenoir Zoning Ordinance **

BACKGROUND AND STAFF ANALYSIS

Zoning Map Amendments

The City of Lenoir Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. The zoning map cannot be changed until the Planning Board reviews the request and makes a report to City Council on the proposed change and the City Council holds a public hearing to consider the request.

Reason for Request

The applicant is requesting this zoning change in order to build a small cottage in the rear and to subdivide into two lots. The existing single-family home is legally non-conforming, but the applicant must rezone to a residential zoning district to expand residential uses.

Intent of the Zoning Districts

R - 6 High-Density Residential District is intended to establish and preserve areas of land within the city for medium and high density residences, including single family, doublewide manufactured homes, duplexes, townhomes, multi-family developments, and other compatible uses at appropriate densities. Higher density multi-family developments are allowed as special uses. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

I - 2 Heavy Industrial District is intended to produce areas to accommodate those industrial uses (manufacturing, processing, major vehicle services, junk yards, etc.) which, because of their operation, may be incompatible with surrounding residential and commercial land uses or require large acreage near or adjacent to major thoroughfares and railroad access. Realizing the necessity of providing, maintaining, and preserving land areas for industrial development, all residential uses are prohibited in this zone and commercial uses are limited to those commercial activities that may be supportive of the district or similarly benefit from a location away from sensitive land uses.

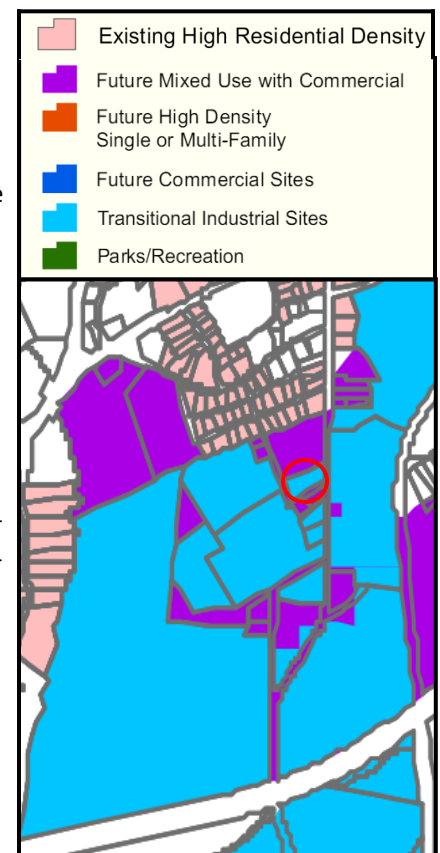
Subject and Surrounding Properties

The subject property is located on Virginia Street, between Greer Place and Bradford Street. The property has a single-family house on it that pre-dates Lenoir zoning code (circa 1978). The property is fenced in on the sides and features a thicket of trees towards the back of the property and onto the Lutz Street right of way. There is also an accessory shed on the right side of the property (from Virginia Street) beyond the driveway. The property abuts an apartment complex on Lutz Street, as well as a multi-family development along Virginia Street (three duplexes). Additionally, across the street are two large industrial buildings owned by David Farthing which make up the business, Carolina Custom Cabinets. The property also touches the Lenoir Public Works/Public Utilities complex which also shares space with Bernhardt Furniture.

Just south of the subject property, there are two additional homes that are included in the I-2 zoning district that are not included in this re-zone. If they wanted to re-zone their property, the property owners would be required to undergo this process separately.

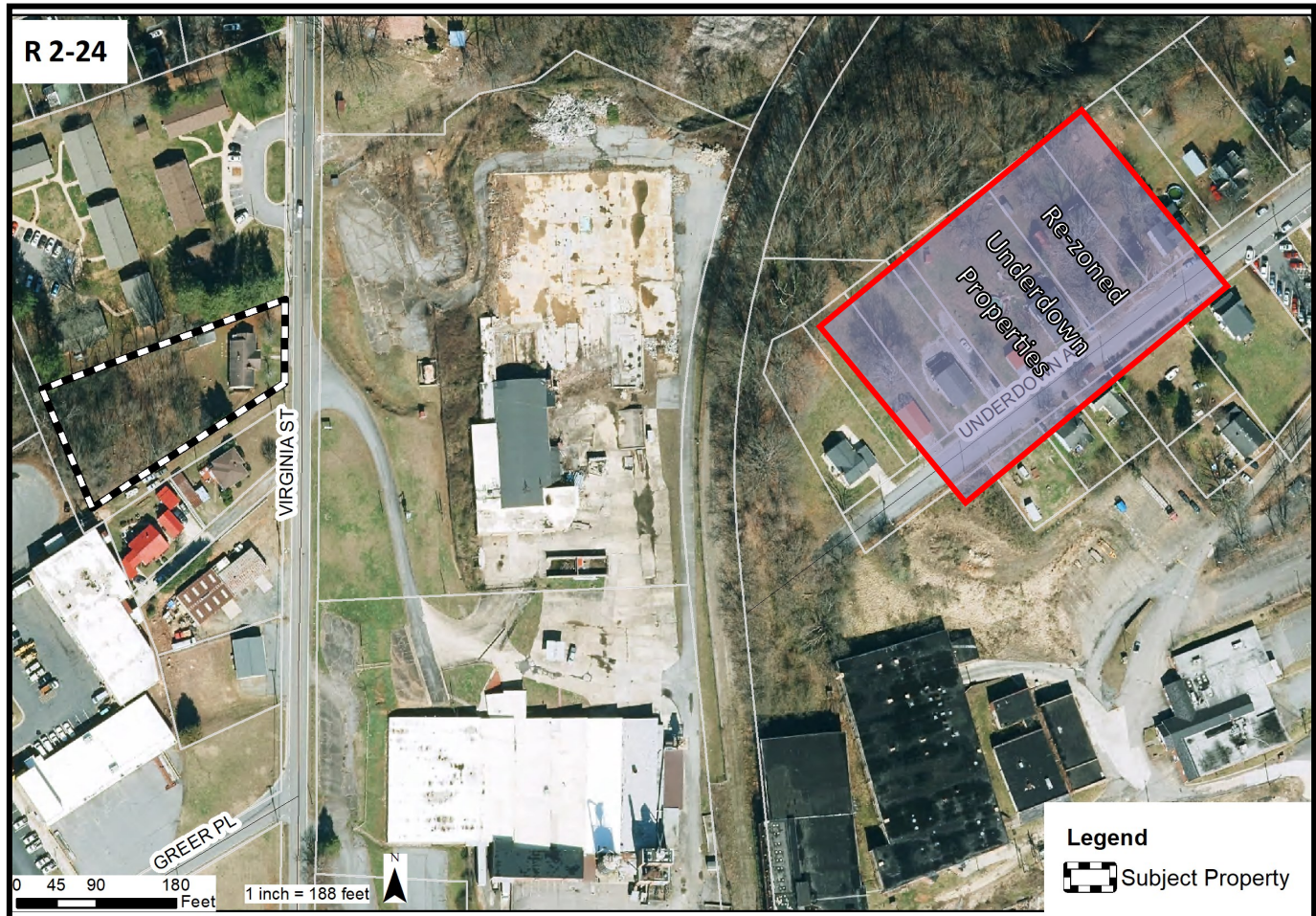
Zoning Analysis

As discussed previously, the subject property pre-dates City zoning as a single-family home. However, for a long time in the late 1990s and early 2000s, 420 Virginia Street was a day-care. It was unclear in research if/when this site was officially permitted for a daycare by the City of Lenoir. In the 2007 Comprehensive Plan's Future Land Use Map, the property was identified as a "transitional industrial site" (as shown on the right) between future mixed use



STAFF ANALYSIS CONTINUED

with commercial and in the vicinity of existing high-density residential. However, it is unlikely that industrial uses will expand along this side of Virginia Street into existing residential areas. In October 2022, 15 parcels along Underdown Avenue (just west of the Carolina Custom Cabinets properties) were re-zoned from I-2 (Heavy Industrial) to R-6 (High-density Residential). This rezone was consistent with the historic and current residential character of the street, with special consideration given to the presence of homes pre-1978 that served Bernhardt employees. As a result, those homes as well as the subject property were considered legally non-conforming where property owners would not be able to make any substantial changes to their properties without going through the rezoning process. The applicant of the subject property is in a similar position as the Underdown case today, where she cannot subdivide or add an accessory dwelling to her site while her property is zoned I-2.



Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan's future land use map identifies this parcel as "transitional industrial" and does not identify any other future land use for the property. The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to adopt sensible and straightforward zoning standards and to protect the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan. Another goal achieved is that this rezoning would promote affordable housing for people in all stages of life, and would increase residential density.

STAFF RECOMMENDATION AND CONSISTENCY STATEMENT

Staff recommends that the Planning Board recommend approval of the request, based on the following consistency statement, and call for a Public Hearing for City Council to consider the request on July 16, 2024.

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it protects the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. This rezoning also helps to standardize and move this area towards practical zoning.

PLANNING BOARD RECOMMENDATION

Planning Board recommends approval of the proposed property for rezoning based on the consistency statement and staff recommendations.

CITY OF LENOIR**COUNCIL ACTION FORM: July 16, 2024****I. Agenda Item:**

SUP1-24: The applicant is requesting a Special Use Permit for a childcare center with offices and a meeting space in the B-6 district.

II. Background Information:

An evidentiary hearing will be held to consider a special use permit request as submitted by Dawn Curtin to permit a childcare center in the (B-6) Transitional Business zoning district on property located at 111 Fairview Dr.

See attached staff report for the analysis supporting this request.

III. Staff and Planning Board Recommendation:

Planning staff and the Planning Board recommend approval of the requested quasi-judicial Special Use Permit for the proposed child care center based on the findings on page 5 of the attached staff report and subject to the following conditions:

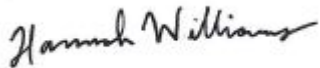
1. The applicant must maintain the street yard landscaping along Fairview Drive where it abuts residential zoning, and add exterior doors to the classrooms as is required for egress. A zoning permit will be required.
2. Any new lighting for the daycare use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.
3. Valid permits and inspections must be obtained for this use, including and any other federal, state, or local regulation that applies.
4. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Sec. 817 (B-6 Transitional Business District Design Standards) of the Lenoir Zoning Ordinance.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

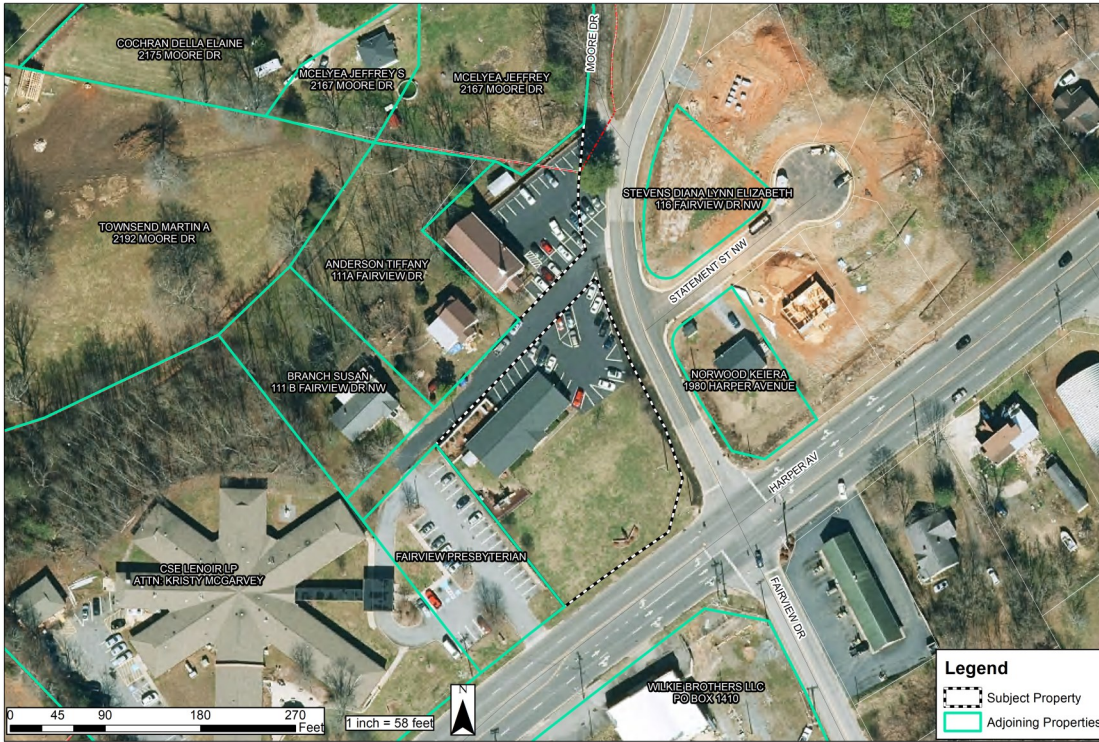
Planning Director: _____





Staff Report Special Use Permit CASE NUMBER SUP #1/24

LOCATION MAP/AERIAL PHOTOGRAPH



Parcel addresses and owner information shown for all properties required to receive notice of these proceedings.

SUMMARY

Owner

Fairview Presbyterian Church
The Enola Group, Inc. (under contract)

Applicant

Dawn Curtin

Location

111 Fairview Drive NW

NC PIN

2749130104, 2749120839

Project Planner

Hannah Williams, AICP, CZO

Matt Duchan

Updated July 10, 2024

Applicant's Request:

The applicant is requesting a Special Use Permit for a childcare center with offices and a meeting space in the B-6 (transitional business) zoning district.

Staff Recommendation:

Approval of the request.

Planning Board Recommendation:

Approval of the request

Public Comment:

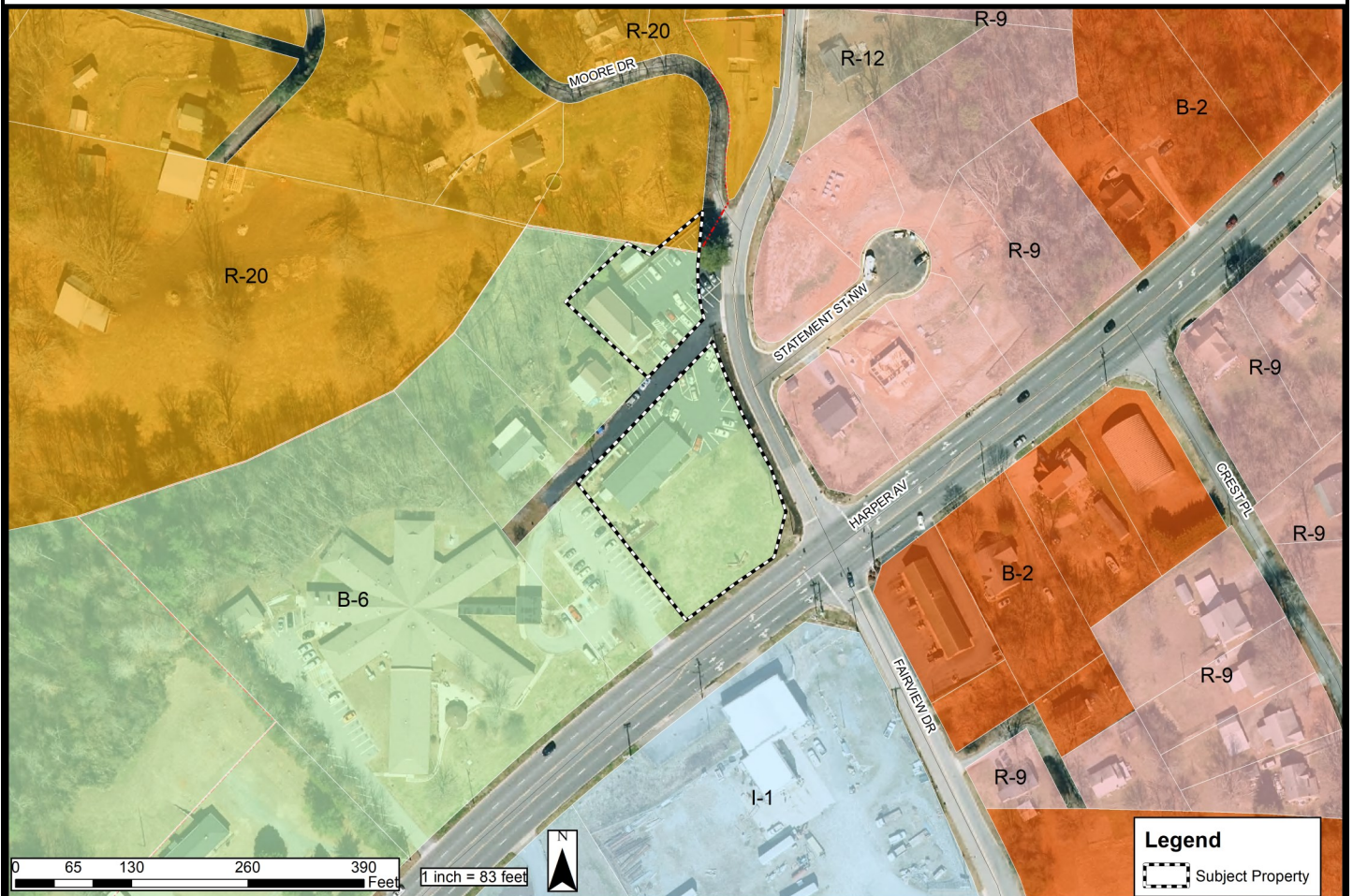
None.

Planning Board Meeting: Scheduled for June 24, 2024. Notices were mailed to adjacent property owners on June 14, 2024.

City Council (Public Hearing): Scheduled for July 16, 2024. Notices were mailed to adjacent property owners on July 5th, 2024.

*****This request is considered quasi-judicial. You should not discuss this case with decision makers outside of the scheduled public meeting*****

ZONING MAP



BACKGROUND AND ANALYSIS

Intent of Special Use Permits

Special uses are recognized in the zoning ordinance as uses which may be compatible with an area depending on the specific details of the project, its surroundings, and the level of services available to the site, but are not permitted "by right" in the zoning district. The special use permit process gives the City sufficient flexibility to determine whether a specific land use on a given site will be compatible with the environment and the Comprehensive Plan. Through the approval of a Special Use Permit, the Planning Board and City Council may set conditions or use limitations, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will promote the spirit and character of the surrounding neighborhood. The process requires the Planning Board to review and make a recommendation to the City Council on the request. The City Council must then decide whether or not to issue a Special Use Permit following a quasi-judicial hearing.

Intent of the Zoning District

Article V of the Lenoir Zoning Code states:

B - 6 (Transitional Business) District is intended to serve the needs of the traveling public as well as provide convenience goods and services to surrounding residential neighborhoods. This district is further intended to promote commercial activity in a high-volume traffic corridor that is in close proximity to well established, economically healthy residential neighborhoods, and as such requires design and performance standards to ensure commercial development occurs at compatible intensities, with appropriate architectural standards and buffering/screening requirements. Areas zoned B-6 tend to be already developed with medium density single family homes and a variety of multi-family uses, and are experiencing pressure for commercial expansion due to their close proximity to major transportation facilities. This district promotes incremental change to accommodate the conversion of existing structures into offices and low intensity retail or service uses, along with new development of non-residential uses, while allowing single family residences to remain as permitted land uses as the areas undergo gradual change.

Subject and Surrounding Properties

The subject property is around 1.25 acres in size, and is comprised of two parcels. The north parcel features the former Fairview Presbyterian Church of Lenoir, while the south parcel features Beall Hall, the congregation's fellowship hall. Fairview Presbyterian no longer meets here and the buildings are currently for sale.

The surrounding area has a diverse mix of zoning. While the subject property is zoned B-6, to the direct north of the site is R-20 (low-density residential) and to the east is R-9 (medium-density residential). B-2 (general business) is found both south and east of the R-9 district, while I-1 (light industrial) zoning is found just south of the site, where Wilkie Construction operates. The area just west of the site is Gateway Rehabilitation and Healthcare. Bonnie Mist Car Wash is located directly diagonal to the site at 1979 Harper Avenue. Traveling further north on Fairview Drive is West Lenoir Baptist Church, zoned O-I (Office-Institutional) and then R-R (rural-residential zoning). The majority of the remaining surrounding area is single-family housing. The driveway that runs between the church and the fellowship hall is shared by two single-family developments. While the right-of-way is public, the driveway is privately maintained. Gateway Rehabilitation is accessed off of Harper and doesn't use the driveway.

Proposed Use

The applicant intends to turn the fellowship hall into a childcare facility. The hall includes six classrooms, an existing kitchen, and a director's office. Each classroom will be outfitted with an exterior door as is required to meet the two means of egress requirement for daycare rooms per NC Building Code. The church building will be converted into offices. The applicant does not intend to make any changes to parking and will maintain existing fencing and landscaping on the property. The childcare facility will operate from 7:30am-5pm Monday to Friday and will enroll up to 48 children up to five (5) years of age. No major changes will be made to the property nor the buildings. The applicant intends to remove the steeple from the church, and is required to maintain existing street yard landscaping along Fairview Drive (Sec. 712 Buffering and Screening standards, Lenoir Zoning Code). Technically, this use abuts residential zoning to the north (Statement Court subdivision) and would be required to install a landscape screening buffer (Sec. 712 Buffering and Screening standards, Lenoir Zoning Code). However, since the existing church buildings and layout are not changing, and due to sight triangles and visibility issues at the busy intersection, street yard landscaping is sufficient.

BACKGROUND AND ANALYSIS (CONT'D.)

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan lays out policy goals regarding adaptive reuse. In the 2007 Comprehensive Planning Process, one of the citizens' biggest concerns was vacant and underused properties. Turning a vacant church property into a childcare facility that could serve up to 48 families would address those citizens' concerns and help to further develop the area.

SITE PHOTOS



Above: View of Beall Hall (fellowship hall) from front of property



Above: Back of Beall Hall where exterior doors will be required for egress



Above: Driveway between Beall Hall and the church; accesses two residences and serves as back entrance to Gateway Rehabilitation



Above: Side of Beall Hall from parking lot

SITE PHOTOS CONT'D.



Above: Front and side view of church



Above: Front view of church



Above: View of driveway and Fairview Drive from Beall Hall

FINDINGS

No Special Use Permit shall be approved unless the Planning Board and City Council find that:

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The existing buildings sufficiently conform to B-6 zoning and design standards. The applicant does not intend to make any major changes to the exterior of the buildings. Exterior doors will be added to meet zoning requirements.*
2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *The applicant will utilize the existing driveway from the Fairview Drive entrance. Off-street parking is large enough that it will limit traffic congestion in the neighborhood.*
3. Off-street parking and loading areas will be provided in compliance with the Zoning Ordinance. *The existing parking spaces will accommodate the applicant's parking needs and will be in compliance with the zoning ordinance.*
4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *Occupying the currently vacant buildings will improve the surrounding properties. Only minor changes are needed to meet childcare requirements, which are to include adding exterior doors to all of the daycare rooms and spaces as is required by NC Building Code to meet the minimum two (2) means of egress.*
5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *The fencing separating the adjoining properties will remain. Streetyard landscaping along Fairview Drive is required and other existing trees and shrubs will be maintained.*
6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *The applicant will use the existing signage incorporating the name and logo of the childcare facility. Any exterior lighting will be incidental to the needs of the daycare use and will be designed to be fully cut off and shielded from residential properties.*
7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *Applicant will maintain the architectural appearance of the church and fellowship hall, and will likely remove the church steeple to reflect the church building's planned use as an office space. All changes made in the future will conform to B-6 zoning and design standards.*
8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *Hours of operation are 7:30am-5pm Monday through Friday. Enrollment will be up to 48 children ages 0-5 years. The office space will be located in the church building. This will be a positive improvement to the neighborhood with no harmful effects.*

STAFF RECOMMENDATIONS

Staff recommends approval of the requested Special Use Permit for the proposed childcare facility, with the following conditions:

1. *The applicant must maintain the street yard landscaping along Fairview Drive where it abuts residential zoning, and add exterior doors to the classrooms as is required for egress. A zoning permit will be required.*
2. *Any new lighting for the daycare use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.*
3. *Valid permits and inspections must be obtained for this use, including and any other federal, state, or local regulation that applies.*
4. *The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Sec. 817 (B-6 Transitional Business District Design Standards) of the Lenoir Zoning Ordinance.*

PLANNING BOARD RECOMMENDATIONS

Approval of the request, subject to the findings of fact and the conditions as recommended by staff.

APPENDIX A—APPLICANT'S SITE LAYOUT & PHOTOS

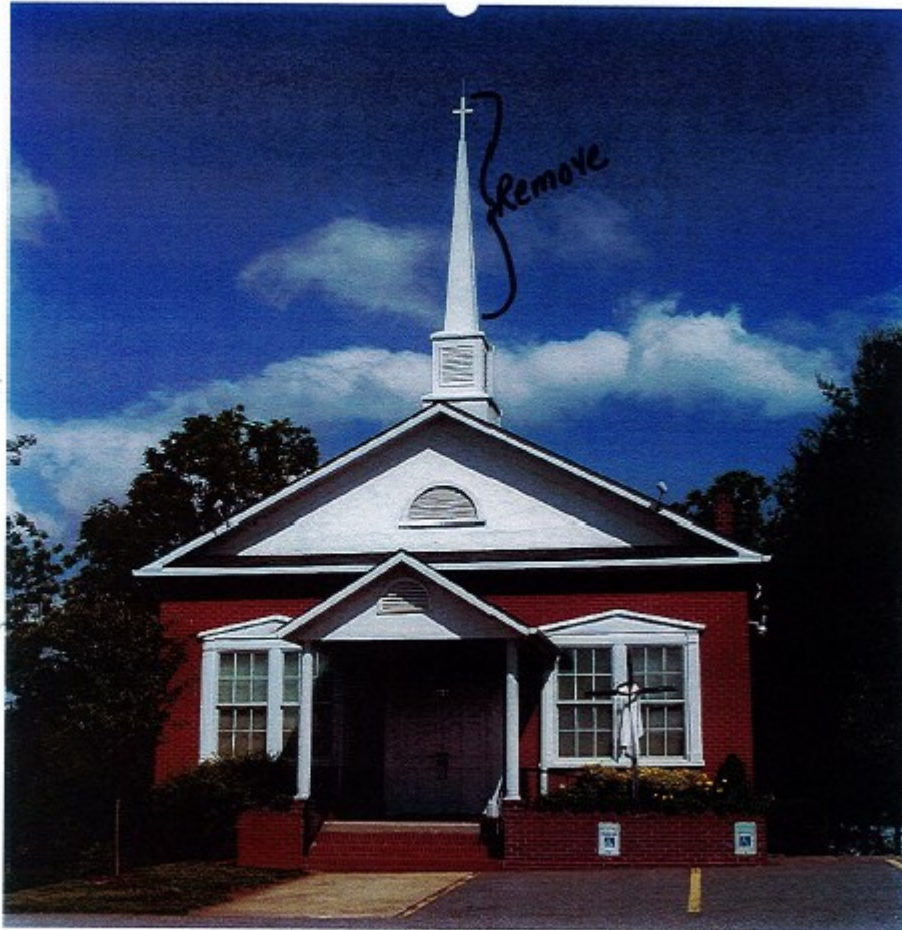


The childcare facility will be accessible via a driveway off of Fairview Drive. There is a fence that separates the Church (converted office space) from abutting residential property. The childcare facility will be on the southern parcel in the fellowship hall (Beall Hall). A fence separates the childcare facility from Gateway Rehabilitation.



The building above will have six (6) classrooms, a kitchen (already existing), as well as the director's office. Each classroom will have an exterior door added as required by NC Building Code. No major changes will be made to the existing building.

APPENDIX A CONT'D.—APPLICANT PHOTO



Church will be remodeled for staff offices and a dedicated meeting space. No major architectural or exterior changes will be made other than removal of the steeple.

APPENDIX B—APPLICANT'S RESPONSES

SPECIAL USE APPLICATION—PAGE 2

The Planning Board shall not recommend and the City Council shall not grant a request for a Special Use unless the requested use is (1) not detrimental to the public health or general welfare; (2) is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal and similar services; and (3) will not violate neighborhood character and not adversely affect surrounding land uses. To that end, the ordinance specifies criteria and standards that, when satisfied, allow the granting of the Special Use. In the spaces below, provide your responses as to how you believe your proposed project satisfies each of the standards. (Attach additional sheets as necessary.)

The Planning Board and City Council must find that ALL of the standards are met and may impose specific conditions to assure that the proposed use and its location will be harmonious with the area in which it is located and with the spirit of the zoning ordinance and to insure that the proposed use will not be detrimental to surrounding environment and property values.

Criteria for SUP approval

- (1) The proposed special use will comply with all height, yard, lot and area requirements and other regulations for the district in which it is located unless otherwise specified.

No major plans to make changes to the exterior of the buildings. Exterior doors will be added to meet zoning requirements.

- (2) All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences.

We will utilize existing driveway from Fairview Dr. entrance. See photo

- (3) Off-street parking will be provided in compliance with Section 1000 and off-street loading will be provided in compliance with Section 1001 of Lenoir's Zoning Ordinance.

The existing parking spaces will accommodate our parking needs and will be in compliance with zoning ordinance.

- (4) The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district.

Occupying the buildings will improve the surrounding property. Only minor changes needed to meet childcare requirements.

- (5) Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties.

The fencing separating the adjoining properties will remain. The existing trees and shrubs will be maintained.

- (6) Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties.

We will use the existing signage incorporating our name and logo

- (7) The exterior architectural appearance and function plan of any proposed building or structure will not vary greatly from any buildings or structures already constructed or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity.

We will maintain the architectural appearance of the church and fellowship hall. May need to remove steeple.

- (8) The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties.

Hours of operation are 7:30am-5:00pm Monday through Friday. Enrollment will be up to 48 children ages 0-5 yrs. Office space in the church. This will be a positive improvement to the neighborhood with no harmful effects.

APPENDIX C—CURRENT OWNER AUTHORIZATION LETTER



Greenway Presbyterian Church

415 Pennell Street NE
Lenoir, North Carolina 28645



Church Phone (828) 758-4694
greenwaypresbyterian@gmail.com

May 31, 2024

To whom it may concern,

We are in the process of selling the property at 111 Fairview Dr. Lenoir NC which includes the church and fellowship hall to The Enola Group Inc. It is our understanding that they intend to change the use of the fellowship hall to house a childcare center and the sanctuary into office space. We do approve of this change of use and support their plan for the property once they retain ownership.

Sincerely,

Rev. Leah Epps, Pastor

**LENOIR CITY COUNCIL
TUESDAY, JUNE 18, 2024
6:00 P.M.**

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

ABSENT: Councilmember Todd Perdue.

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.

**CONDOLENCES; LONGANO &
UNDERWOOD FAMILIES:**

- B. On behalf of City Council, Mayor Gibbons extended sympathy to the family of Patrick Longano due to the passing of his father.

Mayor Gibbons also extended sympathy to the family of Matt Underwood due to the passing of his mother. Mayor Gibbons asked everyone to keep these two families in their thoughts and prayers during this difficult time.

Mayor Gibbons shared the Police Department's first annual CADET Academy began on Monday, June 3 and ended on Friday, June 7. The Academy was for rising 6th graders through rising 10th graders and 21 students participated in the academy.

INFORMATION; COMPREHENSIVE

- PLAN:** C. Planning Director Hannah Williams gave a brief background summary of the City's new Comprehensive Plan. Director Williams stated the City is currently working with Freese and Nichols to develop a comprehensive plan which will cover many topics including the economy, housing, the environment, recreation, and transportation. Freese and Nichols along with City Staff will work together to create a future land use map that will outline zoning rules in Lenoir and identify neighborhoods for future Small Area Plans. The plan will give special focus to the West End and Whitnel neighborhoods in the city.

Director Williams shared community meetings will be held on Wednesday, June 26 from 5:30 p.m. – 7:30 p.m. at Mt. Pilgrim Baptist Church Fellowship Hall, Whitnel Elementary

School Media Center and on Wednesday, June 26 a Community Open House will be held at Blue Ridge Energy Community Meeting Room to also receive public input.

A website for the proposed comprehensive plan is available online at www.cityoflenoir.com/compplan.

A brief video, hosted by Mayor Gibbons, was presented showing pictures of different projects in Lenoir and informing everyone about the scheduled meetings. Mayor Gibbons emphasized the Comprehensive Plan will serve as a guide for the City of Lenoir for the next 25 years and encouraged everyone to participate.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Budget Amendments; Annual Budget Ordinance: Staff request approval of the following Budget Amendments to the Annual Budget Ordinance for the fiscal year ending June 30, 2024 as follows:
 - 1. Approve the utilization of additional general fund revenues for needed expenditures.
 - 2. Approve the allocation of general fund expenditures for such obligations as professional services and for needed repairs for various equipment and buildings during the fiscal year.
 - 3. Approval the reallocation of enterprise fund expenditures.
 - 4. Approve the revision of the Wayfinding Signs Capital Project Budget Ordinance to add embellishments.
- B. Capital Project Budget Ordinance; Wayfinding Signs Capital Project: Staff request City Council adopt the revised Capital Project Ordinance for the Wayfinding Signs Capital Project in the amount of \$629,500.00 as submitted. The project is to be funded by an ARC Grant, ARPA Revenue Replacement funds, local funds and an allocation from the Lenoir Tourism Development Authority (LTDA.) (A copy of the capital project budget ordinance is attached to these minutes as information.)
- C. FY2024-2026 Paving Bid Award: Following the review of the bids submitted for this contract, Staff recommends awarding the contract to J.T. Russell & Sons, Inc. for a unit price of \$110.30/ton for a two-year period. J.T. Russell & Sons, Inc. is the lowest, responsive, responsible bidder, is appropriately licensed in the state of North Carolina, and is adequately equipped to perform work of this nature. J.T. Russell & Sons, Inc. bid included the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation. (A copy of the bid tab is attached to these minutes as information.)

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to adopt items A through C 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

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

JUNETEENTH CELEBRATION:

1. Councilmember Crissy Thomas shared a Juneteenth Celebration is scheduled for Wednesday, June 19 at 6:30 p.m. with a concert by local musician Toni Carlton on the downtown square.

SUMMER CONCERT

- SERIES:**
2. A Summer Concert series begins on Friday, June 21 from 7:00 p.m. – 10:00 p.m. at the downtown stage area with the band “Opal Moon” performing. The band Misty D & the Rhythm Kings will perform on Friday, June 28 and Dial Up Radio is schedule do on Friday, July 5.

SUMMER MOVIE

- NIGHT:**
3. The movie “Migration will be shown on Saturday, June 28 at 7:00 p.m. at the former LHS Auditorium.

HOLIDAY

- CLOSING:**
4. City offices will be closed on Thursday, July 4 in observance of Independence Day. The City of Lenoir fireworks show will be held on Thursday, July 4 beginning at 5:30 p.m. at Optimist Park.

- CRUISE-IN:**
5. A Cruise-In is schedule on Saturday, July 6 beginning at 3:00 p.m. in downtown Lenoir.

BLACKBERRY

- FESTIVAL:**
6. The NC Blackberry Festival will be held on Friday, July 12 and Saturday, July 13 in downtown Lenoir.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED

- SESSION:**
- A. Pursuant to N.C.G.S. §143-318.11(4) and (5), and upon a motion by Councilmember Perkins which unanimously carried, City Council entered into closed session to discuss economic development and pending litigation pertaining to David and Doris Williams.

OPEN

- SESSION:**
- B. Upon a motion by Councilmember Prestwood, City Council voted unanimously to re-enter into open session.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:40 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

Tuesday, June 18, 2024

Minutes-City of Lenoir Council Meeting

Capital Project Ordinance for the City of Lenoir Revised Wayfinding Signs Capital 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 to authorize activities for the Wayfinding Signs Capital Project to include the expenditure of funds for the design, construction, installation, and project administration for the Wayfinding Signs Capital Project. The project is to be funded by an ARC Grant, ARPA Revenue Replacement funds, local funding and an allocation from the Lenoir Tourism Development Authority (LTDA).

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:

Description	Budget	Revision	Revised Budget
Wayfinding Signs Construction, Installation & Design	\$591,500.00	\$38,000.00	\$629,500.00
Total Expenditures	\$591,500.00	\$38,000.00	\$629,500.00

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

Description	Budget	Revision	Revised Budget
ARC Grant Funding	\$250,000.00		\$250,000.00
ARPA Revenue Replacement Funds	\$291,500.00		\$291,500.00
LTDA Allocation	\$50,000.00		\$50,000.00
Local Funding		\$38,000.00	\$38,000.00
Total Revenue	\$591,500.00	\$38,000.00	\$629,500.00

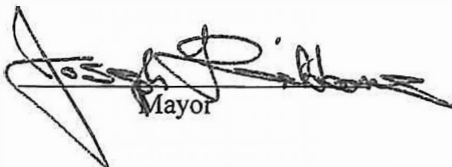
Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

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.

Revised this 18th day of June, 2024.


Mayor


Clerk



BID TAB

**Public Bid Opening
2024-2026 Asphalt Resurfacing Contract
City of Lenoir
June 13, 2024, 2:00 p.m. local time**

Contractor	Bid Security	Unit Price/Ton
M & K Enterprises LLC	Yes	\$164.23
Maymead	Yes	\$159.00
Tri-County Paving, Inc.	Yes	\$121.00
J.T. Russell & Sons Inc.	Yes	\$110.30
Midstate Contractors Inc.	N/A	NO BID

Jonathan Hogan
Jonathan Hogan
Public Works Director

**COMMITTEE OF THE WHOLE
TUESDAY, JUNE 25, 2024**

8:30 A.M.

Present: 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, Police Major Andy Wilson, Director of Special Projects & Grants Jared Wright, Communications Director Joshua Harris, Senior IT Specialist, Ben Liddy, and Intern Kate Starr.

Absent: Mayor Joe Gibbons, Councilmember Crissy Thomas and Police Chief Brent Phelps.

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

II. CITIZEN COMMENTS

- A. Jennifer Indicott, addressed Council about trash in the City's parking lots. Ms. Indicott stated several of her customers made her aware of the situation. It was noted City Staff would look into this issue.

III. COMMITTEE ITEMS

- A. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following report:
1. **LFD Infrastructure Repair (Sinkhole)**: A public bid opening was held at 10:00 a.m. on Friday, June 14 with only one bid being received. A second bid opening will be held at 10:00 a.m. on Tuesday June 25th.
 2. **Hospital Avenue Sidewalk Project**: NCDOT has issued the updated Municipal Agreement for the Hospital Avenue Sidewalk Project which has been executed and submitted. NCDOT is currently working to release construction funds for letting.
 3. **Phase III Gateway Project**: Destination by Design has released the Request for Qualifications (RFQ) for condition assessment survey work for the Phase III Gateway Project. Design work continues for the project.
 4. **Veteran's Memorial Project**: The City has received one quote from a local monument company and is awaiting others. The City's monument design will be similar to the Town of Sawmills Veteran Memorial.
 5. **Clock Tower**: Mattern & Craig continue to work on structural design and construction plan creation for the new Clock Tower project. Artist Joe Bigley is working to provide

Tuesday, June 25, 2024
Minutes-Committee of the Whole

information to Mattern & Craig for design purposes.

B. Public Services Public Utilities: Public Services Public Utilities Director Jeff Church presented the following item for council action:

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 three-year contract with Mueller expires in September 2024.

A copy of the Subscription Quote by Mueller is attached to these minutes as information.

Motion

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to approve the three-year sales quote with Mueller in the amount of \$26,400 for the online customer and portal and dashboard by VXsmart by VertexOne as recommended by Director C Church.

Next, Director Church presented the following report:

2. Mueller Meter Project: Currently, there are approximately 58 meters left to be replaced due to firmware updates. It is estimated to take approximately two weeks to complete the project. Once the remaining meters are replaced, the project close-out procedures will begin.
3. East Harper Gravity Sewer Replacement Project: Request for Qualifications (RFQ) for design firms has been advertised. The RFQ's are due July 11.
4. Rhodhiss Flashmix Basin Project: A pre-construction conference will be scheduled for early July with an estimated notice to proceed date of July 18. The Project is expected to be completed by Thanksgiving or earlier.
5. Lenoir-Valdese Interconnect Agreement: A draft agreement has been developed for the Lenoir-Valdese Interconnect Project. Director Church stated City Attorney Timothy Rohr has reviewed the agreement and staff are currently working through the proposed revisions.

IV. Community Development

A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, May 11. Minutes of the May 9 meeting were submitted as information. Brenda Floyd, Economic Development & Main Street Director presented the following report:

- LTDA has two new board members appointed at the June 18 Council meeting.
- LTDA approved paying travel expenses for Matthew Anthony to attend the Blackberry Festival in July.
- Staff is currently reviewing grant applications.
- Staff is receiving a lot of interest from vendors about the Blackberry Festival and there are currently 200+ volunteers signed up to work during the event.
- A banner will also hang over the stage area for the festival.
- There will be five bathroom locations available during the festival and attendees can also download an app on their phones that includes pertinent information about the festival.

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Minutes-Committee of the Whole

B. Planning Board: The Planning Board met on Monday, June 24. Hannah Williams, Planning Director presented the following items for the July 16 City Council Agenda as listed below:

- 1) Public Hearing- Rezoning: 420 Virginia Street - I-2 (Heavy Industrial) to R-6 (High-Density Residential).
- 2) Public Hearing - Special Use Permit (SUP): 111 Fairview Drive NW (Fairview Presbyterian Church) - Enola Group, Inc. is requesting a SUP for a childcare center in the Transitional Business District (B-6) zoning district.
- 3) Director Williams stated the Planning Board will meet in July and they have two cases to review.
- 4) Reported that James Bradshaw is coming off of the Planning Board and the Board wished him well. Edward Terry has been appointed to the Board.

Director Williams discussed the Comp Plan kick-off meeting scheduled for today and informed the board about the upcoming public meetings. In addition, she stated the new zoning permit form and code enforcement complaint forms are now on the planning department webpage. The department's new contract employee Teresa Kinney will start on Thursday.

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) The outdoor pool at the Aquatic Center has been very busy and from May 27 through June 22, there have been 3,633 participants – an average of 173 per day.
- b) There were 41 teams participating in the Pickleball Tournament at Mulberry Recreation Center on June 7 through June 9.
- c) On Thursday, July 4, games, swimming, etc. will be held at the Aquatic & Fitness Center From 10:00 a.m. until 6:00 p.m.
- d) Waterlife Church will also be hosting cornhole tournaments along with a bouncy house and food trucks on July 4.
- e) Fireworks are scheduled on Thursday, July 4 at 9:30 p.m. at Optimist Park. Prior, kickball, dodgeball and cornhole games will be available. Soul Watt band will play from 6 – 9:00 p.m.
- f) The MLK/ATC Basketball Camplast was held on Monday through Wednesday with 70 campers and 8 volunteers participating.
- g) The Harambee mural is beginning to take shape at the Martin Luther King, Jr. Center.

Director Harper reported they were experiencing a lot of suspensions with one occurring at the Aquatic & Fitness Center and 5 at the Martin Luther King, Jr. Center. He stated beginning on August 1, everyone 16 years of age and older must provide a picture ID card in order to play ball at the facility.

V. Finance and Administration: Finance Director Donna Bean presented the May Financial Summary as of May 31, 2024.

1. The over/under balance in the General Fund is \$2,014,961.30, Downtown District (\$7,273.20) and Water & Sewer Fund \$741,682.96.

A copy of the May Financial Summary is attached to these minutes as information.

Director Bean stated all of the financials are on target and are where she anticipated them to be in the budget at this time.

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Next, Director Bean presented the following Capital Project Budget Ordinances (Items 2 through 9) for consideration of approval by City Council. City Council was in consensus to make one motion to vote on the eight capital project ordinances.

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; FY2023-2024 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. (A copy of the budget amendments is attached to these minutes as information.)

Director Bean reviewed each Capital Project Budget Ordinance and gave the details of the projects. (A copy of each of the Capital Project Budget Ordinances is attached to these minutes as information.)

Motion

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to adopt the Capital Project Budget Ordinances and Budget Amendments (Items 2 through 9) as described above and as recommended by Finance Director Bean.

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F. Update; Director of Special Projects and Grants: Director of Special Projects and Grants Jared Wright presented the following item for City Council's consideration of approval:

1. Construction Contract; Mulberry Recreation Center Rooftop Drainage & Façade Repairs: Staff recommends Council award the Construction Contract to Barger Ashe Roofing Company for a contract price of \$64,500.00 for the Mulberry Recreation Center Rooftop Drainage and Façade Repairs as submitted.

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

Director Wright stated three quotes were received for repairs to the gym floor at Mulberry Recreation and pointed out how the drains are rotting. New exterior gutters will be installed along with downspouts at the facility. He thanked all of the Department Directors for their assistance with this project.

In addition, Director Wright stated a meeting is scheduled on Thursday, June 27 at 10:00 a.m. to discuss the Splash Pad project. Also, he mentioned the Parks & Recreation Fund (PARTF) grant will be used for purchase of outdoor equipment.

Motion

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to award the Construction Contract to Barger Ashe Roofing Company for a contract price of \$64,500.00 for the Mulberry Recreation Center Rooftop Drainage and Façade Repairs as recommended by City Staff.

Director Wright further presented the following report:

1. Mulberry Recreation Center Rooftop Drainage and Façade Repairs: Council awarded the low bid to Barger Ashe Roofing Company for this project at the June 18 meeting. The project will include fab and installation of a gutter system around the perimeter, removal and replacement of façade trim, abandonment of existing internal downspouts, and roof modifications to allow runoff to enter the gutter system.
2. PARTF Splash Pad: A Pre-Construction meeting is scheduled for Thursday, June 27 with a site visit to follow. The materials have been ordered by the contractor, Barrs Recreation and Staff will establish an official notice to proceed and a completion
3. UPCG Teaching and Learning Pavilion: City Council awarded the construction contract for the Unity Park & Community Garden Teaching and Learning Pavilion to Brushy Mountain Contractors, Inc. at the June 4 City Council meeting. A pre-construction meeting will be scheduled once the contracts are executed and distributed.
4. Improvements; Martin Luther King, Jr. Center: Reported one quote has been received for the combined improvements project and an additional quoted should be delivered by Wednesday. Staff will secure at least one additional quote with the expectation to have a recommendation for award prepared for the July 16 council meeting.
5. Campus CMaR RFQ: Request for Qualifications (RFQ) was published Thursday, June 20 on the City's website and E-procurement site for a Construction Manager at Risk (CMaR) for The Campus project. The RFQ was also directly sent to ten (10) general contractors that Staff has spoken with directly. Questions from general contractors are due July 12 and Statements of Qualifications (SOQs) are due July 26. Staff plans to evaluate and make a recommendation to begin contract negotiations with the successful firm at the first council meeting in August. Director Wright also reported staff has a meeting with Maurer scheduled on Thursday, June 27 to review preliminary schematic design progress.

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Minutes-Committee of the Whole

6. **Appalachian Regional Funding (ARC) Application for the Overmountain Victory Trail (OVT) Pavilion:** The application for ARC funding for the OVT Pavilion is due July 31.
7. **Great Trails Funding Application; OVT Connector Trail:** The Great Trails Funding application for the OVT Connector Trail is due in early September.

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 as of Tuesday, May 28 as submitted.
- D. Minutes: Approval of the minutes of the City Council meeting of Tuesday, June 4, 2024 as submitted.

Motion

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to approve the above listed minutes items A through D as submitted.

- F. **Update; Public Communications:** Joshua Harris, Public Information Director presented the following information: Director Harris reported the website had 41,869 total views, 83 new social followers, 994 video views, 4 new releases, 169 photos, 119 social posts, 41 questions & answers and 3 new videos were added.

VI. Public Safety

- A. **Update; Police Department:** Andy Wilson, Police Major presented the following item for consideration of approval by City Council:
 1. **BLET Tuition Agreement:** Staff recommends City Council adopt the Basic Law Enforcement Training (BLET) Agreement as submitted.

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

Major Wilson stated that other agencies are using the proposed three-year contract to do BLET training and pointed out the goal of the Department is retention of employees. He stated City Attorney Timothy Rohr has reviewed the contract and clarified the new officers in training have to sign the contract.

Councilmember Perdue stated this is a good step to assist with retention issues.

Following a brief discussion, it was the consensus of City Council to approve the BLET Tuition Agreement as presented.

Major Wilson further stated the Department received four new vehicles that were ordered in FY2023.

- B. **Update; Fire Department:** Norman Staines, Fire Chief presented the following report:
 - 1) On June 1st, staff installed 53 smoke detectors as part of the North Carolina Smoke Detector Canvas Grant Program with the Office of the State Fire Marshall...areas

Tuesday, June 25, 2024
Minutes-Committee of the Whole

included Finley Avenue, Folk Street, Harrington Street, Fairwood Drive and Central Drive. Though all of those detectors have been distributed, the Department still has some other smoke detectors that can be installed at the request of our citizens.

- 2) Staff participated in various fire prevention opportunities at Caldwell County Library, Chick-Fil-A, Calvary Baptist Church, New Covenant Church, T-Mobile and Family First Healthcare.
- 3) Staff participated in the one day "Boot Camp" at Gamewell Fire Department.
- 4) Staff is working with IT to upgrade our key card system within each fire station and adding some key card locations within each station to help enhance security.

VII. OTHER

- A. July Calendar: The calendar for the month of July 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 9:35 a.m.

Attachments

Mueller Subscription Quote

Bid Tab for Mulberry Recreation Center

May Financial Summary

Capital Project Budget Ordinance – State Capital Infrastructure Fund -\$2,425,000

Capital Project Budget Ordinance - State Capital Infrastructure Fund -\$500,000

Capital Project Budget Ordinance – State Capital Infrastructure Fund -\$1,000,000

Capital Project Budget Ordinance – BIL-DWSRF - \$500,000

Capital Project Budget Ordinance – Finley Avenue Water System - \$6,300,000

Capital Project Budget Ordinance – Aquatic & Fitness Center (PARTF FUNDS) - \$1,090,375

Capital Project Budget Ordinance – LHS Improvements (Rural Transportation Grant)- \$630,000

Budget Amendments – Annual Budget - \$138,698.62

Construction Contract for Mulberry Recreation Center- Roof \$64,500

BLET Tuition Agreement

Tuesday, June 25, 2024
Minutes-Committee of the Whole



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)

Tuesday, June 25, 2024
Minutes-Committee of the Whole

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



**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

Tuesday, June 25, 2024
Minutes-Committee of the Whole

Tuesday, June 25, 2024

Minutes-Committee of the Whole

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

Tuesday, June 25, 2024

Minutes-Committee of the Whole

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

Tuesday, June 25, 2024

Minutes-Committee of the Whole

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.

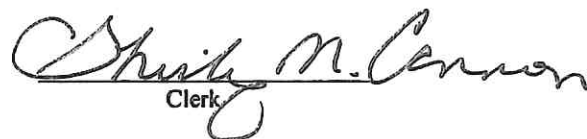
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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

Tuesday, June 25, 2024
Minutes-Committee of the Whole

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.

Tuesday, June 25, 2024
Minutes-Committee of the Whole

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.

A handwritten signature in black ink, appearing to read "Joseph R. ...", written over a horizontal line.

Mayor

Clerk

A handwritten signature in black ink, reading "Shirley M. Cannon", written in a cursive style.

Tuesday, June 25, 2024
Minutes-Committee of the Whole
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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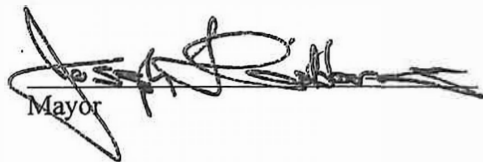
Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

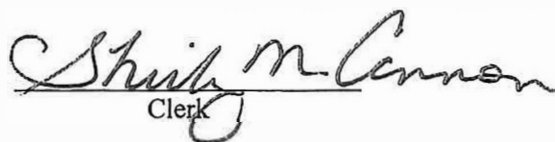
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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

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.

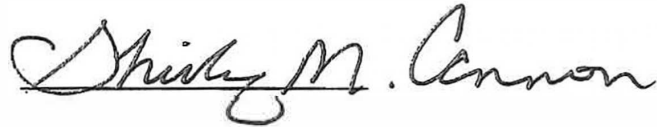
Tuesday, June 25, 2024
Minutes-Committee of the Whole

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


Shirley M. Cannon

Tuesday, June 25, 2024
Minutes-Committee of the Whole

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.

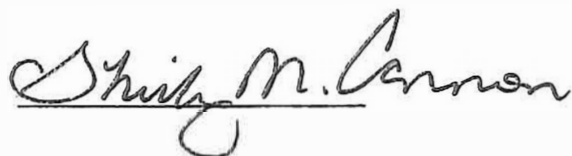
Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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.



Clerk



Tuesday, June 25, 2024		2023-2024 FISCAL YEAR		
Minutes-Committee of the Whole		BUDGET AMENDMENT		
JUNE 24, 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
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
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.

Tuesday, June 25, 2024
Minutes-Committee of the Whole

Tuesday, June 25, 2024

Minutes Committee of the Whole



CITY OF LENOIR POLICE

1035 West Avenue NW

Lenoir, NC 28645

828-757-2100



Brent Phelps
Chief

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~~ **NOTE**, June 25, 2024

Minutes-Committee of the Whole

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 _____

Tuesday, June 25, 2024

Minutes Committee of the Whole



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 _____

Tuesday, June 25, 2024
Minutes-Committee of the Whole

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 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 _____, 2024.

Employee Signature

Witness:

Notary Public

My Commission Expires _____

CITY OF LENOIR
COUNCIL ACTION FORM
July 16, 2024

I. Agenda Item:

Resolution affirming support for the County to enforce Animal Care and Enforcement Ordinance within the city limits of Lenoir.

II. Background Information:

Caldwell County recently made some grammatical and definition changes to the County Animal Care and Enforcement Ordinance to match updates made in other areas of the County's ordinances.

The resolution to allow for animal care enforcement in Lenoir is attached, along with the updated ordinance.

III. Staff & Planning Board Recommendation:

Adoption of the attached resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director: _____



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

CITY OF LENOIR
RESOLUTION ADOPTING THE AMENDED CALDWELL COUNTY
ANIMAL CARE ENFORCEMENT ORDINANCES

WHEREAS, the Caldwell County Animal Care Enforcement Division updated its ordinances to comply with new regulations set in place by the State of North Carolina; and

WHEREAS, the Animal Care Enforcement Ordinance states that each municipality within Caldwell County must grant the Caldwell County Animal Care Enforcement Division power to enforce the provisions of its ordinance within the limits of the municipality; and

WHEREAS, any ordinance that is inconsistent with the amended Animal Care Enforcement Ordinance shall be repealed; and

NOW, THEREFORE, LET IT BE RESOLVED THAT, the City of Lenoir adopts the Caldwell County Animal Care Enforcement Ordinance as amended on May 13, 2024; and

BE IT FURTHER RESOLVED THAT, the City of Lenoir grants permission for the Caldwell County Animal Care Enforcement Division to operate and enforce the provisions of the amended Animal Care Enforcement Ordinance within the limits of Lenoir.

Adopted this _____ Day of _____, 2024

(Seal)

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

Chapter ____ ANIMAL CARE AND ENFORCEMENT

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 67, 130A, and 153A, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. PURPOSE

- (a) Animal cruelty. To define and prohibit the abuse of animals.
- (b) Rabies. To protect citizens and other animals from rabies transmitted by unconfined, uncontrolled, or unimmunized dogs, cats, ferrets, or other animals.
- (c) Dangerous and potentially Dangerous Dogs. To regulate, restrict and/or prohibit the harboring of dogs which are dangerous or potentially dangerous to persons.
- (d) Stray animals. To regulate, restrict or prohibit the keeping of any stray domestic animals.
- (e) Animal nuisance. To regulate animals which may be a nuisance.
- (f) Wild or exotic animals, poisonous reptiles, and dangerous animals. To regulate, restrict and/or prohibit the harboring or keeping or ownership of wild or exotic animals, poisonous reptiles, and dangerous animals.
- (g) Animal bites. To establish rules and procedures for dealing with animal bites.
- (h) Impoundment of animals. To regulate and establish procedures for the impoundment and confinement of animals.
- (i) Redemption of impounded animals. To regulate and establish procedures for redeeming animals impounded in the County's Animal Shelter.
- (j) Destruction of animals. To regulate and establish procedures for destroying diseased, stray, unwanted or unclaimed animals.

SECTION 3. DEFINITIONS

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Adequate Environment means the provisions of a safe and sanitary environment for an animal which is free of debris, hazards, waste, and filth.

Adequate Food means provisions at suitable intervals, not to exceed 24 hours of a sufficient quantity of wholesome foodstuff suitable for the species and age to maintain a reasonable level of nutrition for the animal.

Adequate Shelter means any suitable weatherproof structure intended to be inhabited by an animal, built in such a way as to have 4 sides, 1 side having ample opening to allow for an entrance for the animal. The structure must have a top and bottom large enough for the animal to turn around while inside.

Adequate Water means constant access to a supply of clean, fresh, unfrozen, and potable water is provided in a sanitary manner.

Animal Enforcement Officer means Animal Control Officers as defined by State Law.

Animal Shelter means any premises designated by the County for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this Chapter.

Appeal Board means the Dangerous Dog Appeal Board.

Attack means an approach to a person by an unrestrained animal in a vicious, terrorizing, or threatening manner or apparent attitude of attack without the animal having been teased, molested, provoked, beaten, tortured, or otherwise harmed.

Board means the Caldwell County Board of Commissioners.

Breeder means any person or establishment which breeds animals for the purpose of resale to the public or dealers.

Cat means all domestic felines.

Cold Weather Shelter means a shelter which provides a secondary source of heat, with or without the inclusion of additional resources such as cedar shavings or straw, when the outside temperature is below 32 degrees Fahrenheit.

County means Caldwell County, North Carolina.

Dangerous Dog means any dog owned or harbored primarily, or in part, for the purpose of dog fighting, is trained for dog fighting, or has without provocation, killed or inflicted severe injury on a Person.

(a) This term includes, but is not limited to, any dog which either assaults, bites, attacks, or inflicts serious injury on a human being, without provocation on public or private property, and/or has killed or injured a pet or domestic animal without provocation.

(b) Exceptions: No dog is dangerous pursuant to this definition if:

1. At the time the threat, injury, or damage was sustained, the person attacked was teasing, tormenting, abusing, or assaulting the dog; or was committing or attempting to commit a crime; or
2. The dog is used by a law enforcement officer to carry out the law enforcement officer's official duties.
3. The dog has attacked or injured a pet or domesticated animal in defense of an attack by another animal or is protecting or defending its young.

Dog means all domestic canines.

Domestic Animal means animals, such as dogs, cats, horses, sheep, cattle, goats, hogs, poultry, domesticated by man, to live and breed in a tame condition.

Exposed to Rabies means any person or animal which has bitten, been bitten by, or otherwise been exposed to the bodily fluids of any animal known or suspected to have been infected with rabies.

Hot Weather Shelter means an Adequate Shelter which shall be in a shaded area when the temperature exceeds 80 degrees Fahrenheit.

Inherently Dangerous Mammal means any live member of the Canidae, Felidae, or Ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:

- (a) Canidae, including any member of the dog (canid) family not customarily domesticated by humans, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (*Canis familiaris*);
- (b) Felidae, including any member of the cat family weighing over 15 pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*); and
- (c) Ursidae, including any member of the bear family, or any hybrids thereof.

Kennel means any Person or group of Persons engaged in boarding animals.

NCGS means the North Carolina General Statutes.

Neutered means any male animal that has been operated upon to prevent reproduction.

Nuisance means any act of an animal which annoys or disturbs rights and privileges common to the public or enjoyment of private property. The commission of a nuisance act on more than one occasion shall be evidence of a nuisance. A nuisance act includes, but is not limited to, the following:

- (a) Turning garbage containers or removing garbage from a container.
- (b) Damaging gardens, foliage or other real or personal property of another person.
- (c) Defecating or urinating on property, other than the owners', without permission.
- (d) Offensive odors of animals imminating from another property or are dangerous to public health.
- (e) Continuously or frequently roaming or found on the property of another person.
- (f) Not confined to a building or secure enclosure when in estrus.
- (g) Diseased or dangerous to the health of the public.
- (h) Loitering on school grounds or in a public recreation area.
- (i) Chasing, harassing or otherwise molesting other animals, pedestrians, bicyclists, or vehicles.

Owner means any Person or group of Persons owning, keeping, having custody or control over, sheltering, feeding, harboring, or allowing an animal to remain on or about their property for more than 14 consecutive days. In the event the Owner of an animal is a minor, for purposes of this Chapter, the parent or guardian of the minor shall be considered the Owner of that animal. The Owner of an animal is responsible for the care, actions, and behavior of their animals.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Pet means a domesticated animal kept for pleasure rather than utility.

Potentially Dangerous Dog means a dog determined by the County to have:

- (a) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
- (b) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
- (c) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Restraint means a portion of land owned or occupied by an Owner, not including any portion of land accessible to the public as a right-of-way.

Restraint means an animal which is:

- (a) Controlled by means of a chain, leash, or other like device.
- (b) On or within a vehicle being driven or parked.
- (c) Within a secure enclosure.
- (d) Within the dwelling house of the Owner.

Secure Enclosure means a fence or structure with 4 sides of adequate height to prevent the dog from escaping, made from metal or chain link fencing or equivalent fencing material, forming, or causing a humane secure enclosure. The door or gate must have a latch capable of being securely locked to prevent the animal from escaping or the entry of young children. The secure enclosure must have a securely fitting top made from metal or any chain link fencing or equivalent fencing to prevent the dog from climbing out, and a floor made of concrete, concrete pavers or equivalent to prevent the dog from digging out of the secure enclosure. For purposes of this definition, a home, mobile home, or separate garage does not qualify.

Spayed means any female animal that has been operated upon to prevent reproduction.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

Stray means any dog, cat, or ferret appearing to be stray, homeless, or unwanted, or is not displaying a valid rabies tag.

SECTION 4. ESTABLISHMENT OF THE OFFICE OF ANIMAL CONTROL

- (a) The Department of Animal Care Enforcement is established to enforce this Chapter.
- (b) Employees or agents enforcing this Chapter are designated as Animal Enforcement Officers. In the performance of their duties, Animal Enforcement Officers have all the powers, authority and immunity granted under this Chapter and State Law to enforce the provisions of this Chapter, and State Law, as they are related to the care, treatment, control or impounding of animals.
- (c) Except as may be otherwise provided by State Law, local laws or ordinances, no officer, agent, or employee of the County charged with the duty of enforcing the provisions of this Chapter or other applicable laws shall be personally liable for any damage which may accrue to persons or property as a result of any act required or permitted in the discharge of those duties, unless acting with malice.

SECTION 5. GENERAL DUTIES OF THE OFFICE OF ANIMAL CARE ENFORCEMENT

- (a) The Office of Animal Care Enforcement has the following responsibilities:
 - 1. Enforcing all state laws, rules and regulations, and all County ordinances relating to the care, custody and control of domesticated dogs and cats.
 - 2. Assisting in the enforcement of State Law regarding animals, including the vaccination of animals against rabies, and the confinement or controlling of dangerous animals and Dangerous Dogs.
 - 3. Investigating allegations of animal cruelty or abuse.
 - 4. Canvassing the County, including homes within the County, as deemed necessary, to confirm all animals are vaccinated against rabies, as required by local ordinance or State Law.
 - 5. Operating in compliance with the policies of the Board and County Animal Shelter.
 - 6. Keeping accurate and detailed records including:

- i. Impoundment and disposition of all animals coming into the County Animal Shelter.
- ii. Bite cases, violations and complaints, and related investigations of same.
- iii. All County funds derived from the operation of the Animal Control Program.
- iv. All rabies vaccinations administered within the County by veterinarians, Animal Care Enforcement staff and any certified rabies vaccinator appointed by the local Health Director.
- v. All other records deemed necessary.

SECTION 6. ESTABLISHMENT OF A DANGEROUS DOG APPEAL BOARD

There is hereby created a The Dangerous Dog Appeal Board, hereby established, to serve as the official appellate body hearing all Dangerous Dog appeals pursuant to State Law. The Appeal Board convenes at the direction of the County Animal Care Enforcement Director or designee. The Appeal Board is composed of 5 members and 1 alternate appointed by the County Board of Public Health who serves 3-year staggered terms. The following criteria will be considered when appointing members to the Appeal Board:

- (a) A person familiar with animals and experience working with them on a regular basis.
- (b) A person active in animal welfare issues.
- (c) A law enforcement officer.
- (d) Two citizens at large.

SECTION 7. ENFORCEMENT IN MUNICIPALITIES

Animal Care Enforcement officers have no authority to enforce this Chapter within the boundaries of any municipality unless the governing body of the municipality adopts an authorizing resolution.

SECTION 8. DECEASED ANIMALS

- (a) The Owner or person in charge of an animal which dies from any cause, and the Owner, lessee or person in charge of any land upon which any animals die, must bury the dead animal to a depth of at least 3 feet beneath the surface of the ground within 24 hours after the death of the animal is known, or otherwise dispose of the animal in a manner approved by the state veterinarian.
- (b) It shall be unlawful for any Person to remove the carcasses of dead animals from their premises to the premises of another, without the written permission of the Person and without burying the animal in accordance with this Section.
- (c) The Animal Care Enforcement Officer is not responsible for picking up any deceased animal from properties or roadways.
- (d) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 9. ANIMAL CRUELTY

- (a) It shall be unlawful for any Person to molest, tease, torture, torment, deprive of necessary sustenance, cruelly beat, mutilate, wound, injure, poison, abandon, kill or subject to conditions detrimental to the health or general welfare of any animal, or to cause or procure that action. The terms torture and torment include every act, omission, or neglect where unjustifiable physical pain, suffering or death is caused or permitted. Exceptions include:
 - 1. The lawful taking of animals under the jurisdiction and regulations of the North Carolina Wildlife Resources Commission.
 - 2. Lawful activities conducted for purposes of biomedical research or training or for purposes of production of livestock, poultry, or aquatic species.
 - 3. Activities conducted for lawful veterinary purposes.
 - 4. The lawful destruction of any animal by its Owner, veterinarian, Health Director, or Animal Care Enforcement Officer, for the purpose of protecting the public, other animals, property, or the public health.

(b) General care; prohibited acts. All animals shall be kept and treated in an Adequate Environment, and it shall be unlawful for any person to engage in any of the following:

1. Failure to provide Adequate Food, Adequate Water, and cold and hot weather shelter:
 - i. All animals, unless otherwise indicated in this Chapter, shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff in proper containers suitable for the age and species of the animal, and sufficient to maintain a healthy level of nutrition.
 - ii. All animals shall have access to a constant supply of clean, fresh water.
 - iii. All animals shall have Adequate Shelter from the weather.
 - iv. Examples of inadequate shelter include, but are not limited to, the following:
 - A. Underneath outside steps, decks, and stoops.
 - B. Underneath houses.
 - C. Inside or underneath motor vehicles.
 - D. Inside metal barrels.
 - E. Inside cardboard boxes.
 - F. Inside temporary animal carriers or crates.
 - G. Shelters situated in flood-prone areas.
 - H. Shelters surrounded by debris, obstructions, or impediments which may endanger an animal.
2. Failure by any Owner to keep an animal in good health and comfort, failure to provide veterinary care when needed to prevent suffering, and failure to provide humane care and treatment.
3. Examples of cruel treatment include, but are not limited to, the following:
 - i. Permitting a collar, rope, or chain to become embedded in, or cause injury, to an animal's neck.
 - ii. Permitting a choke or pinch collar to be used as a primary collar when an animal is left unsupervised.

- iii. Permitting a dog, cat, or ferret to be tethered or contained in such a way as to prevent it from having Adequate Shelter.
- iv. Intentionally permitting animals to engage in fighting.
- v. Permitting animals to live in crowded or unsanitary conditions.
- vi. Failure or refusal to obtain medical treatment for an animal when the need for treatment is apparent.
- vii. Chaining or tethering an animal to a stationary object for a period or under conditions which are harmful or potentially harmful to the animal. Examples of improper chaining or tethering include, but are not limited to, the following:
 - A. Using length or weight of a chain or tether which is not appropriate for the size, weight, and age of the animal.
 - B. Using a chain or tether made of rope, twine, cord, or similar material.
 - C. Using a chain or tether less than 12 feet in length and/or without swivels on one end. All chains or tethers must be attached to the animal by a properly fitted harness or collar.
 - D. Allowing an animal to be chained or tethered which would prevent confinement to the owner's property, or which chain or tether could become entangled and prevent the animal from moving about freely, lying down comfortably, or having access to Adequate Food, Water and Shelter.
 - E. Using a chain as a primary collar. All collars used for the purpose of chaining or tethering animals must be made of nylon or leather.
- viii. Selling or offering for sale, bartering or giving away within the County baby chicks, ducklings or other fowl under 6 weeks of age, or rabbits under 8 weeks of age, as pets, toys, premiums or novelties; provided, however, this Section shall not be construed to prohibit the sale or display of baby chicks, ducklings or other fowl or rabbits in proper facilities by breeders or stores engaged in the business of selling for purposes other than for pets or novelties.

- ix. Coloring, dyeing, staining, or otherwise changing the natural color of baby chickens or other fowl or rabbits.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 10. FEMALE IN ESTRUS (HEAT)

- (a) It shall be unlawful for any Owner or keeper of a female dog in estrus (heat) not to confine the dog in a secured enclosure.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 11. KEEPING OF INHERENTLY DANGEROUS MAMMALS

- (a) Inherently Dangerous Animal means either an Inherently Dangerous Mammal or an Inherently Dangerous Reptile as defined in this Section.
- (b) Inherently Dangerous Mammal means any live member of the Canidae, Felidae, or Ursidae families, including any hybrid thereof, which, due to its inherent nature, may be considered dangerous to humans and includes:
1. Canidae, means any member of the dog (Canid) family not customarily domesticated by people, or any hybrids thereof, but not including a domestic dog (*Canis lupus familiaris*) or wolf hybrids which are a cross between a wolf and a domestic dog;
 2. Felidae, means any member of the cat family not customarily domesticated by people, and any hybrid thereof, but not including a domestic cat (*Felis catus*);
 3. Ursidae, means any member of the bear family, and any hybrid thereof; and
 4. Nonhuman primates and prosimians.

(c) Inherently Dangerous Reptile means any live member of the class reptilia which:

1. Is venomous, including, but not limited to, all members of the following families: Helodermidae, Viperidae, Crotalidae, Altractaspidae, Hydrophilidae and Elapidae;
2. Is a “rear fanged” snake of the family Colubridae known to be dangerous to humans, including, but not limited to, all members of the following families: Dispholidus typus, Thebtonis kirtlandii and Rhabdophis spp.; or
3. Is a member of the order Crocodilia.

(d) Inherently Dangerous Animal at Large means an Inherently Dangerous Animal permitted or allowed to be at large outside of the approved confinement or on other property, including the property of the owner, or within the premises of the owner in such manner as to endanger any person lawfully entering such premises.

(e) Harboring an Inherently Dangerous Animal means to allow an Inherently Dangerous Animal to remain, lodge, be fed, or to be given shelter or refuge within the person’s home or any other premises in which the person resides or over which the person has control.

(f) The Harboring of an Inherently Dangerous Animal is prohibited unless a person harbored the Inherently Dangerous Animal prior to May 13, 2024. No Inherently Dangerous Animals shall be permitted to be harbored within the county after May 13, 2024.

(g) The following are exempt from all provisions of this Chapter:

1. Any facility accredited by the Association of Zoos and Aquariums (AZA);
2. Any licensed or accredited research or medical institution;
3. Any licensed or accredited educational institution;
3. A veterinary clinic in possession of an inherently dangerous animal for treatment or rehabilitation purposes;
4. A traveling circus or carnival as long as the circus or carnival does not maintain a permanent location within the County and is in compliance with all state laws; and
5. A person temporarily transporting an Inherently Dangerous Animal through the County if the transit time is not more than 24 hours, and the animal is at all

times maintained within a confinement sufficient to prevent the animal from being at large.

- (h) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 12. CONFINEMENT AND PROCEDURE OF POTENTIALLY DANGEROUS DOGS

- (a) The Owner of a dog deemed Potentially Dangerous by the Office of Animal Care Enforcement is notified in writing and provided with the reasons for the determination.
- (b) The Owner must immediately confine the dog in a humane secure enclosure; and
- (c) If no humane, secure enclosure is available at the Owner's residence, the dog shall be confined at the Animal Control Shelter or a boarding facility approved by the County, at the Owner's expense.
- (d) Within 3 days of the determination, the Owner may appeal by filing written objections with the Appeal Board.
1. The Appeal Board will schedule a hearing within 10 days of the filing of the objections. Based upon testimony and evidence, the Appeal Board will determine if the dog should be considered dangerous or overturn the declaration.
 2. The Owner of the dog and any complainants will be notified of the determination by first class mail or email.
 3. If the Appeal Board finds the dog is a Dangerous Dog, the Owner of the dog is required to keep the dog in accordance with all state and local laws pertaining to Dangerous Dogs.
- (e) If the Owner of a dog that has been deemed Potentially Dangerous does not file an appeal with the Appeal Board within 3 business days of the notification of the determination, the dog shall automatically be a Dangerous Dog.

SECTION 13. CONFINEMENT REQUIREMENTS AND CONFISCATION OF DANGEROUS DOGS

- (a) The Owner of a dog which has been deemed dangerous will be notified in writing and provided the reasons for the determination. The Owner shall immediately confine the dog in a humane secure enclosure. If no secure enclosure is available at the Owner's residence, the dog shall be confined at the Animal Care Enforcement shelter or a boarding facility, approved by the County, at the Owner's expense, until a humane secure enclosure is constructed on the Owner's property. The enclosure must meet the approval of the Animal Care Enforcement Director, who has the authority to mandate additional confinement requirements. If no adequate humane secure enclosure is constructed upon the Owner's property after the expiration of 30 days of notice of declaration, the dog shall be euthanized.
- (b) The Owner shall conspicuously and securely display the County's Dangerous Dog warning sign on the secure enclosure. Additional uniform Dangerous Dog warning signs shall be conspicuously and securely posted at all points of entrance to the residence and must be visible and legible from the public highway or street. Uniform Dangerous Dog warning signs must be purchased from the Animal Care Enforcement Department at the Owner's expense.
- (c) The Owner of a dog which has been deemed dangerous shall have the dog spayed/neutered at the Owner's expense and provide proof of the spay/neuter to the Animal Care Enforcement Department within 30 days of the date of written notification.
- (d) The Owner of a dog which has been deemed dangerous shall have the dog micro-chipped at the owner's expense and register the micro-chip number with the Animal Care Enforcement Department within 2 business days of the date of written notification.
- (e) A dog which has been deemed dangerous either by Animal Care Enforcement or by the Appeal Board shall be kept in a humane secure enclosure. The Owner shall post a plainly visible sign upon the secure enclosure warning a Dangerous Dog is on the premises. The humane secure enclosure shall be locked to prevent the escape of the dog or the entry of young children. The dog may be removed from the secure enclosure for exercise or veterinary care so long as it is under the control of its Owner using a securely attached leash and muzzle.
- (f) An Animal Care Enforcement officer is empowered to confiscate a dog and harbor it at the Owner's expense if the dog is found in violation of state and/or local laws pertaining to Dangerous Dogs. If any Dangerous Dog is confiscated under this Section, the Owner of the Dangerous Dog shall be given written notice at the time of confiscation advising the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

- (g) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

**SECTION 14. REQUIRED NOTIFICATION TO ANIMAL CARE ENFORCEMENT
BY OWNERS OF DANGEROUS DOGS**

- (a) The Owner of a Dangerous Dog shall inform the Office of Animal Care Enforcement, as soon as practicable, but no later than 24 hours after the occurrence of any of the following:
1. An assault, attack or biting upon any human being committed by a Dangerous Dog.
 2. An assault, attack or biting upon any domesticated animal or pet by a Dangerous Dog.
 3. The destruction of or damage to the property of another by a Dangerous Dog.
 4. The roaming or escape of any animal required to be restrained or confined to a secure enclosure.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

**SECTION 15. TRANSFER OF OWNERSHIP OR RELOCATION OF
DANGEROUS DOGS**

- (a) If the Owner of a Dangerous Dog wishes to transfer ownership or possession of the dog to another Person, the Owner shall provide written notice to the authority which made the determination under this Chapter, providing the name and address of the new Owner or possessor of the dog before the ownership of the dog is transferred.

- (b) If the Owner of a Dangerous Dog plans to relocate and/or change address, the Owner shall provide written notice to the authority which made the determination under this Chapter, providing the new address and or date of relocation prior to this occurrence.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 16. LAW ENFORCEMENT DOGS PARTIALLY EXCLUDED

Any dog used by a law enforcement agency in the investigation of crimes, or as otherwise necessary in the enforcement of the law, is excluded from the requirements of this Chapter, except for rabies and bite requirements pursuant to State Law.

SECTION 17. DOGS USED FOR GUARD DUTY

- (a) A sign warning a guard or dog is on the premises shall be displayed. The Owner shall post a plainly visible sign upon the secure enclosure, warning of a Dangerous Dog or animal on the premises. Any person owning, maintaining, or harboring a dog for sentry or guard purposes must register the dog with the Office of Animal Care Enforcement.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 18. ENFORCEMENT INTERFERENCE

- (a) It shall be unlawful for any Person to interfere with, hinder or molest the Animal Care Enforcement Office agents, officers, or veterinarians in the performance of any duty authorized by this Chapter or State Law, or to seek to release any animal in the custody of those agents.

- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 19. ANIMALS CREATING A NUISANCE

- (a) Pursuant to State Law, a County may define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety or welfare of its citizens, and the peace and dignity of the County; and may define and abate nuisances.
- (b) Nothing in this Chapter shall prevent a private citizen from bringing an action to abate a nuisance, or from bringing an action for damage, loss, or injury to the private citizen or their property resulting from an animal being a public nuisance.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 20. EXCLUSION FOR HUNTING DOGS

This Chapter shall not be interpreted as restricting persons owning specially trained hunting/working dogs from using the dogs for hunting/working in the presence of the Owner or an agent of the Owner and are lawfully being used for hunting or training in compliance with applicable statutes, regulations or ordinances of the State and the County.

SECTION 21. NUISANCES PROHIBITED

It shall be unlawful for any Owner to permit a dog, cat, or ferret to create a nuisance as defined by this Chapter.

- (a) Nuisance acts. It shall be unlawful for an Owner to permit an animal or animals to create a public nuisance, or to maintain a public nuisance created by an animal or animals. The commission of a nuisance act on more than one occasion shall be evidence of a nuisance. A nuisance act, includes but is not limited to:

1. Continuously or frequently roaming or found on the property of another person.
 2. Turning over garbage containers or removing garbage from a container.
 3. Damaging gardens, foliage, or other real or personal property of another.
 4. Urinating or defecating on private property without the permission of the property owner.
 5. Walking on or sleeping on an automobile of another.
 6. Maintaining in an unsanitary condition which is offensive to sight or smell.
 7. Not confining to a building or secure enclosure while in estrus.
 8. Chasing, snapping at, attacking, or otherwise molesting pedestrians, cyclists, motor vehicle passengers, farm stock, or domestic animals.
 9. Housed or restrained less than 5 feet from a public street, road, or sidewalk.
 10. Habitually loiters on school grounds or County recreational property.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 22. PROCEDURE FOR COMPLAINT

Any citizen who personally witnesses a violation of this Chapter may file an animal nuisance complaint by completing a nuisance/complaint form. Before initiating a civil or criminal proceeding pursuant to this Chapter or any State statute, the Animal Services Director or designee has the option of requesting the complaining party sign a sworn statement of the alleged offense and require the cooperation of the complaining party in court appearances arising from the complaint.

SECTION 23. RABIES CONTROL

- (a) It shall be unlawful for any animal owner or other person to fail to comply with State Law relating to the control of rabies.
- (b) It is the purpose of this Chapter to supplement State Law by providing a procedure for the enforcement of rabies control, in addition to the criminal penalties provided by State Law.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 24. RABIES VACCINE OF DOGS, CATS, AND FERRETS

- (a) It shall be unlawful for an Owner to fail to provide current vaccine against rabies for any dog, cat, or ferret 4 months of age or older. Should the County Animal Care Enforcement, County Board of Health, the Board, or the State Public Health Veterinarian order pets be inoculated to prevent a threatened epidemic, or to control an existing epidemic, it shall be unlawful for an Owner to fail to provide current inoculation against rabies for that pet.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 25. RABIES VACCINE TAG

- (a) Upon complying with provisions of State Law, the vaccinator shall issue to the Owner of the animal vaccinated, a metallic tag, stamped with the number and the year issued, indicating the animal has been vaccinated against rabies.
- (b) It shall be unlawful for any dog to fail to provide the dog with a collar or harness to which a current tag issued under this Section is securely attached. The collar or harness, with attached tag, must be worn at all times.
- (c) Pursuant to State Law, cat owners are not required to provide a cat with a collar or harness to which a current tag is attached, however, the cat owner must be able to immediately provide a current vaccine tag upon being asked by the County.

- (d) It shall be unlawful for any Person to use for any animal a rabies vaccine tag issued for another animal.
- (e) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 26. REPORT AND CONFINEMENT OF ANIMALS BITING PERSONS OR SHOWING SYMPTOMS OF RABIES

- (a) Every dog, cat, or ferret, which has bitten any person or which shows symptoms of rabies shall be confined immediately and be promptly reported to the Animal Care Enforcement Office, and thereupon shall be securely quarantined at the direction of the Animal Care Enforcement Office for a period of 10 days and shall not be released from the quarantine except by written permission from the Animal Care Enforcement Office.
- (b) Dogs, cats, and ferrets quarantined under this Section shall be confined in a veterinary hospital, boarding kennel approved by the Office of Animal Care Enforcement, or County Animal Shelter, at the expense of the Owner; provided, however, if an Animal Care Enforcement officer determines the Owner of an animal requiring quarantine has adequate confinement facilities upon his or her own premises, the animal control officer shall authorize the animal to be confined on the premises. The Animal Care Enforcement officer may not authorize the animal to be confined on the Owner's premises unless the Owner has a fenced-in area in his or her yard, and the fenced-in area has no entrances or exits which are not locked, and the animal is currently vaccinated against rabies. Proof will be required at the time of investigation. If the animal is confined on the Owner's premises, the Animal Care Enforcement officer shall revisit the premises for inspection purposes, midway through the confinement period, and again at the conclusion of the confinement period.
- (c) In the case of stray dogs or cats whose ownership is not known, the dogs, cats, or ferret may be euthanized, and the head examined for rabies, or kept for the supervised quarantine period required by this Section at the County Animal Shelter.
- (d) If rabies does not develop within 10 days after a dog, cat is quarantined under this Section, the dog, cat, or ferret may be released from quarantine with the written permission of the Animal Care Enforcement Office. If the dog, cat, or ferret has

been confined in the County Animal Shelter, the Owner shall pay any applicable veterinarian fees and boarding fees set by and approved by the Board. Any animal which has bitten a Person, and which has not been reclaimed within 24 hours following the mandatory 10-day rabies observation quarantine period, shall be destroyed by the Animal Care Enforcement Office.

- (e) In the case of any carnivore or bat, the animal may be euthanized, and the head examined for rabies.
- (f) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 27. DESTRUCTION OF ANIMAL EXPOSED TO RABID ANIMAL

- (a) Unvaccinated animals exposed to a known rabid animal shall be immediately destroyed. If the animal has a current rabies inoculation, it shall be revaccinated and returned to the Owner.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 28. AREA-WIDE EMERGENCY QUARANTINE

- (a) When reports indicate a positive diagnosis of rabies, the County Health Director may order an area-wide quarantine for such period as deemed necessary. Upon invoking of such emergency quarantine, no dog, cat, or other carnivore shall be taken into the streets or permitted to be in the streets during such period. During such quarantine, no dog, cat, or ferret, or other carnivore may be taken or shipped from the County without written permission of the Office of Animal Care Enforcement. During the quarantine period, the local health authorities shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the County.

- (b) In the event there are additional positive cases of rabies occurring during the period of quarantine, the period of quarantine may be extended at the discretion of the County Health Director.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 29. POSTMORTEM DIAGNOSIS

- (a) If an animal dies while under observation for rabies, the head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.
- (b) The carcass of any animal suspected of dying of rabies shall be surrendered to the County Animal Care Enforcement Office. The head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.
- (c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 30. UNLAWFUL KILLING, RELEASING AND THE LIKE OF CERTAIN ANIMALS

- (a) It shall be unlawful for any Person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies or any animal which has bitten a human, or to remove the animal from the County without written permission from the Animal Care Enforcement Office.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a

maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 31. FAILURE TO SURRENDER ANIMAL FOR QUARANTINE OR DESTRUCTION

- (a) It shall be unlawful for any Person to fail or refuse to surrender any animal for quarantine or destruction as required by this Chapter and State Law when demand is made by the Animal Control Officer.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 32. IMPOUNDMENT

Any animal which appears to be lost, stray or unwanted, or which is found not to be wearing a valid rabies vaccination tag, and not under restraint in violation of this Chapter, shall be impounded by the Animal Control Office by any means necessary and confined in an animal shelter in a humane manner. Impoundment of the animal shall not relieve the Owner from any penalty which may be imposed for violation of this Chapter.

SECTION 33. TRAPPING

- (a) The Animal Care Enforcement Department is authorized to place, upon request, live-capture animal traps on private property of the requestor or public property, to trap and remove stray, at-large, unwanted or nuisance animals. It is unlawful for any Person other than an Animal Care Enforcement Officer or designee to remove any animal from the trap, or to damage, destroy, move, or tamper with the trap.
- (b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 34. REDEMPTION BY OWNER GENERALLY

a period of emergency rabies quarantine, except by special authorization of the County Health Director.

- (h) Any person adopting an animal from the County Animal Shelter is required to sign an adoption contract with the Animal Shelter.
- (i) The Animal Control Office has the right to refuse adoption of animals to:
 - 1. Persons less than 18 years of age.
 - 2. Persons who have previously been cited for violations of this Chapter.
- (j) The maximum number of animals adopted to the same household is 3 per calendar year.
- (k) Any animals which exhibit fierce, dangerous, or aggressive behavior will not be offered for adoption.
- (l) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 36. PROCEDURE FOR REDEMPTION OR ADOPTION OF UNVACCINATED DOG, CAT, OR FERRET

All dogs, cats, or ferrets 4 months of age or older which leave the County Animal Shelter, or any animal hospital or veterinary clinic, shall be required to have a current rabies vaccination.

SECTION 37. DESTRUCTION OF WOUNDED OR DISEASED ANIMALS

Notwithstanding any other provision of this Chapter, any animal impounded which is badly wounded or diseased, shall be destroyed humanely, only after consultation with the Office of Animal Control and a veterinarian licensed to practice in the State of North Carolina. This consultation will include a physical review of the animal by a licensed veterinarian, and the veterinarian's agreement the animal is suffering and should be euthanized. If the animal has identification, the Office of Animal Care Enforcement shall attempt to notify the Owner before consulting with a licensed veterinarian and euthanizing the animal.

SECTION 38. PENALTY

- (a) Fees shall be charged in accordance with the County's fee schedule. The Animal Care Enforcement Director has the authority, in their discretion, to reduce or waive fees for special circumstances.
- (b) Any Person violating any of the provisions of this Chapter shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of \$25, which shall be paid in full within 30 business days of the service of the citation by a representative of the County Animal Care Enforcement Office or any law enforcement officer, or both in accordance with NCGS 153A-123. If the offender does not pay the penalty within 30 business days, the County may recover the penalty plus court costs and attorney fees in a civil action in the nature of a debt.
- (c) Each subsequent violation of any of the provisions of this Chapter shall subject the violator to the imposition by citation of a civil penalty in the amount of \$100, which shall be paid in full within 30 business days of the service of the citation. If the offender does not pay the penalty within 30 business days, the County may recover said penalty plus court costs and attorney fees in a civil action in the nature of a debt.
- (d) Failure to make payment and correct the violation or violations within 30 business days will result in an additional penalty of \$25 per violation per day until the violation is corrected and the citation is paid. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the County Animal Shelter.
- (e) If any dangerous animal or Dangerous Dog as defined in this Chapter shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being, the Owner shall pay a \$300 civil penalty and, after a 10-day waiting period, exclusive of Sundays and holidays, the dog shall be destroyed by the Office of Animal Care Enforcement.
- (f) If any dangerous animal or Dangerous Dog shall, when unprovoked, kill, wound, or worry or assist in killing or wounding any domestic animal or pet, the Owner of the animal or dog shall pay a \$200 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.
- (g) If any dangerous animal or Dangerous Dog is found in violation of State Law, the Owner of the animal or dog shall pay a \$150 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

- (h) Any person in possession of or keeping an inherently dangerous mammal within the County shall be in violation of this Chapter and shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of \$300, which shall be paid in full within 72 hours of the service of the citation by an Animal Care Enforcement Department, or any law enforcement officer. If the offender does not pay the penalty within 30 business days, the County may recover the penalty plus court costs and attorney fees in a civil action in the nature of a debt. Failure to make payment and correct the violation or violations within the 30 business days will result in an additional penalty of \$600 per violation per day until the violation is corrected. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the County Animal Shelter.
- (i) Violation of this Chapter may subject the violator to criminal as well as civil action. Violation of this Chapter shall be a misdemeanor for which a criminal summons may be issued. Any person convicted of this violation shall be punishable as provided in NCGS 14-4. Each day's violation of this Section is a separate offense.
- (j) In addition, enforcement of this Chapter may be by appropriate equitable remedy, injunction or order of abatement issued by a court of competent jurisdiction.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve a funding resolution and required acceptance documents for the development of the EPA required lead service line inventory.

Background Information: the North Carolina Department of Environmental Quality Division of Water Infrastructure has offered a Bipartisan Infrastructure Law Drinking Water State Revolving Fund (BIL DWSRF) Loan in the amount of **\$500,000** for the development of a **Lead Service Line Identification Inventory** as required by the US EPA. The attached resolution and related acceptance documents are required to accept the loan.

- II. Staff Recommendation:** Staff recommends City Council approve the resolution and related acceptance documents, as presented.

- III. Reviewed by:**

City Attorney: _____

Finance Director: yes _____

Public Works/Public Utilities Director: Jeff Church _____



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**RESOLUTION BY LENOIR CITY COUNCIL TO ACCEPT AN
OFFER OF FUNDING**

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure has offered a Bipartisan Infrastructure Law Drinking Water State Revolving Fund (BIL DWSRF) loan in the amount of **\$500,000** for the development of a **Lead Service Line Identification Inventory** as required by the US EPA, and

WHEREAS, the **City of Lenoir** intends to complete said project in accordance with the EPA Revised Lead and Copper Rule.

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

That **City of Lenoir** does hereby accept the Bipartisan Infrastructure Law Drinking Water State Revolving Fund (BIL DWSRF) Loan offer of **\$500,000**.

That **City of Lenoir** does hereby give assurance to the North Carolina Department of Environmental Quality that all specified in the loan offer Section II-Assurance will be adhered to.

That **Scott Hildebran, City Manager**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above, and to execute such other documents as may be required in connection with the application.

That **City of Lenoir** has substantially complied or will substantially comply with all applicable Federal, State and local laws, rules, regulations and ordinances to the project and to funding pertaining thereto.

Adopted this the ____ day of July, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at DEQ.DWI.FundingOffer@deq.nc.gov.

RECIPIENT: City of Lenoir

PROJECT NUMBER: SRF-D-LSL-0037

FEDERAL IDENTIFICATION NUMBER: 56-600-1265

UNIQUE ENTITY ID: L8WTLRPYDDE3

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

June 20, 2024

Mr. Scott Hildebran, City Manager
City of Lenoir
P.O. Box 958
Lenoir, NC 28645

Subject: Lead Service Line Replacement Program
Funding Offer
City of Lenoir
City of Lenoir LSLR Replacement
Project
Project No.: SRF-D-LSL-0037

Dear Mr. Hildebran:

The City of Lenoir has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the following items to the Division via e-mail at DEQ.DWI.FundingOffer@deq.nc.gov:

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain a copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and the applicable Conditions and Assurances contained therein (sample of suggested format enclosed).
3. The Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)
4. Sales-Tax Certification (form attached)

The Site Certification and a Capital Project Ordinance or Budget Ordinance covering the project, if applicable are/is due before disbursements begin.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Scott Hildebran, City Manager
City of Lenoir
June 20, 2024
Page 2 of 2

Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

Please note that disbursement of loan funds is contingent upon debt approval by the Local Government Commission (LGC). You may coordinate debt approval directly with the LGC by e-mail at srf@nctreasurer.com.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Jeff Menzel either by telephone at 828.296.4528 or by e-mail at jeff.menzel@deq.nc.gov.

Sincerely,

DocuSigned by:

6300A872077B4C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document
Assurances & Conditions
Federal ID and UEID Number Request Memo
Resolution to Accept Funding Offer (suggested format)
Sales-Tax Certification Form
Disbursement Request Form
Site Certification
Capital Project Ordinance (sample)

cc: Charles Archer, P.E., Freese and Nichols, Inc. (charles.archer@freese.com)
Isabella Stubbs, EI, Freese and Nichols, Inc. (isabella.stubbs@freese.com)
Mark Hubbard, P.E. (Via DocuSign)
Jeff Menzel (Via DocuSign)
DWI Administrative Unit (Via DocuSign)
Carrie Shortt (Via DocuSign)
Teresa Tripp (Via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov

DWI Agreement ID#: 2000070616 (COM_LOX)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

City of Lenoir
801 West Avenue, NW
Lenoir, North Carolina 28645

Project Number: SRF-D-LSL-0037

Assistance Listing Number: 66.468

Unique Entity ID Number: L8WTLRPYDDE3

Funding Program

Drinking Water	☒	Additional Amount for	Previous Total	Total Offered
Stormwater	☐	Funding Increases		
Wastewater	☐			
BIL-DWSRF-LSLR Fund - Repayable Loan	☒	--	--	\$200,000
BIL-DWSRF-LSLR Fund - Principal Forgiveness	☒	--	--	\$300,000
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)	☐			
American Rescue Plan Act -	☐			

Project Description:

City of Lenoir Lead Service Line Replacement Project

Total Financial Assistance Offer: \$500,000

Total Project Cost: \$500,000

Estimated Closing Fee*: \$10,000

For Loans

Interest Rate: 0% Per Annum

Maximum Loan Term: 5 Years

**Estimated closing fee calculated based on grant and loan amount.*

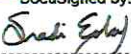
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:  Signature	6/17/2024 Date
--	-------------------

On Behalf of:

Name of Representative in Resolution:

Title (Type or Print):

City of Lenoir

Scott Hildebran

City Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

_____ Signature	_____ Date
--------------------	---------------

APPLICABLE STANDARD CONDITIONS***Project Applicant:** City of Lenoir**Project Number:** SRF-D-LSL-0037

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report (ER) review process. Projects that do not involve construction (e.g., inventory only) are not required to prepare an ER/EID.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for sub agreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract requires the contractor to adhere to Davis-Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148. Projects that do not involve construction (e.g., inventory only) are generally not subject to Davis-Bacon; however, special circumstances may trigger Davis-Bacon requirements.
7. Projects funded through the BIL DWSRF-LSLR funds are required to comply with the Federal Build America, Buy America Act (BABAA). BABAA requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. Projects that do not involve construction (e.g., inventory only) are not subject to BABAA.
 - a. If your project qualifies for a BABAA waiver, American Iron & Steel (AIS) provisions will apply instead, as required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV. The State provides detailed requirements to be included in the construction contract specifications. Projects that do not involve construction (e.g., inventory only) are not subject to AIS.

8. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Note: Condition 1 does not require anything to be submitted. Details on all of these conditions can be found in the EPA Cross-Cutter handbook.*

ASSURANCES

Project Applicant: City of Lenoir

Project Number: SRF-D-LSL-0037

1. The Applicant intends to complete the project in accordance with the application for financial assistance approved by the Division. The Applicant acknowledges that in the event a milestone contained in the most recent BIL DWSRF-LSLR Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality may rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for BIL DWSRF-LSLR funding.
3. All aspects of the project, including the letting of contracts in connection therewith, conform to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the course of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All BIL DWSRF-LSLR funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The Applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. **The Applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.**

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: City of LenoirProject Number: SRF-D-LSL-0037☐ Check If Applicant is not a unit of government under North Carolina law***If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.***Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.☒ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.Sales Tax **IS NOT** deducted in either of these scenarios.☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.☐ The construction contract was bid without sales taxes

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)



CERTIFICATION REGARDING UNIFORM RELOCATION
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES
(URLAP) ACT OF 1970

Applicant: City of Lenoir
Project No.: SRF-D-LSL-0037
Project Name: City of Lenoir LSLR Replacement Project

Please check appropriate boxes:

- ☐ I certify that all real property (including easements) has been acquired or condemnation proceedings have been entered into for property thereby providing legal access for this project.

AND

- ☐ I certify to the best of my knowledge and belief that the acquisition of property specifically for the above referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition either:
- ☐ Acquisition of real property did not result in the displacement of any person, business or farm operation.
 - ☐ or relocation was involved in the land acquisition, the Federal Highway Administration (FHA) was contacted for technical assistance.

OR

- ☐ Compliance with the Uniform Act does not apply because the land and/or easements associated with the above referenced project were acquired prior to the inception of the project. Date land acquired: _____

N/A this is an inventory only project. There is no acquisition of real property.

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Signature of Applicant's Authorized Representative or Attorney

Date

Scott Hildebran, City Manager

Typed Name and Title

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve quotes for a contractor to assist in identifying water service line material in response to requirements as set forth in the Lead and Copper Rules Revision (LCRR) issued by the United States Environmental Protection Agency (EPA).

Background Information: The City, in September 2023, received notification from the Division of Water Infrastructure and the State Water Infrastructure Authority approved the Lead Service Line Replacement project to receive a total funding amount of \$500,000 from DWSRF BIL Lead Service Line Replacement Funds. An initial Scope of Work was submitted in November of 2023 and approved in March of 2024. The Scope includes funds for service line identification inspections. City staff solicited, through the North Carolina electronic Vendor Portal (eVP), requests for proposals for lead service line identification service. A response was received from Duke's for visual inspection of service lines at a rate of \$75.00 per line on the customer side and \$75.00 per line on the utility side.

- II. Staff Recommendation:** Staff recommends City Council approve Duke's to conduct field inspections to assist in the completion of the Lead Service Line Inventory Project required by the EPA.
- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Churuk

REQUEST FOR PROPOSAL FOR

LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE INVENTORY DEVELOPMENT

June 20, 2024

PREPARED FOR CITY OF LENOIR



June 20, 2024

RE: Lead and Copper Rule Revisions (LCRR) Service Line Inventory Development

Since 1979, Duke's has been a leader in the sewer industry for providing chemical maintenance services to extend the life of infrastructure. Duke's has a reputation for providing effective, proven methods for controlling sewer line root problems. More than 2,000 municipalities have used Duke's to effectively treat over 400 million LF of sewers. Since that time, we have expanded our offerings to meet the ever-growing needs of local governments with innovative and quality driven sanitary sewer evaluation services and water distribution projects. To meet that need, we now have more than 350 talented sewer professionals at Duke's, many with over 20 years of direct industry experience. We are ready to, manage, and execute this program within the timelines set forth by The Town. Duke's provides the capacity and equipment to handle the scope of work, and we have the skilled data quality experts to assure data integrity from start to finish. We are available to start your project this fall. We look forward to sharing our approach to your project in the pages to follow.

By partnering with Duke's, we assure you of:

An Experienced Team Dedicated to Quality and Customer Service: We have years of experience on similar projects with numerous municipalities across the U.S. Your project is the type of work we do every day.

Experience with Similar Work for The Town: Our Project Management team prides themselves on communication and preparedness. We have evaluated hundreds of thousands of properties in municipalities during our time, and that experience gives us a unique understanding of the goals, objectives and requirements for this work as it related to keeping the Municipal Staff, Residents and Consultants consistently up to date. There will be no learning curve!

State-of-the-Art Equipment/Turn-Key Approach: Duke's has the in-house personnel, equipment, knowledge, and resources to ensure that The City receives a quality project. By using all in-house resources, we have more control over the schedule, cost, and quality of your project.

We look forward to the opportunity to serve you on this important work. Please do not hesitate to contact me with any questions.

Sincerely,

Duke's Root Control, Inc.

David Johnston | Vice President of Engineering & Analytics
800-447-6687 | djohnston@dukes.com

400 East Airport Road, Suite E
Elgin, Illinois 60123
800-447-6687 | www.dukes.com

COMPANY BACKGROUND

COMPANY OVERVIEW

For more than 40 years, Duke's has assisted system operators in evaluating the overall condition of their facilities, identifying specific problems or shortcomings, and designing the improvements needed to address these concerns. We offer comprehensive in-house services, including inflow/infiltration (I/I) studies, flow metering/monitoring, rain gauge installation, data collection, sanitary sewer evaluation studies, condition assessment reporting, rehabilitation design, construction inspection and management, CCTV inspection and cleaning, Hydro-Excavation, Directional Drilling, and Geographic Information Systems (GIS) development.

KEY MANAGEMENT

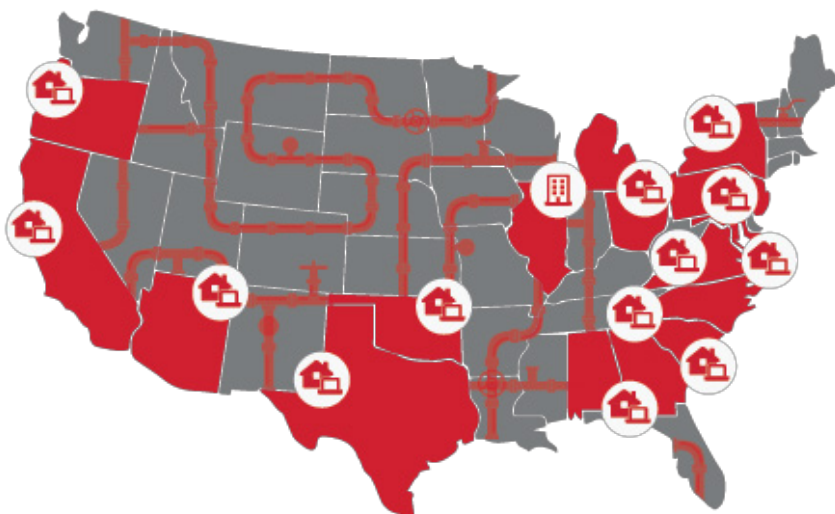
Your project will be managed by our Pittsboro, NC Field Office. Field Crews will be mobilized as needed from our various locations nationwide. The Engineering and Analytics team is located throughout various offices through the mid Atlantic, but will also be coordinated out of our Pittsboro, NC office.

LOCATIONS OF OFFICES SUPPORTING THE PROJECT

Duke's Root Control, Inc. is headquartered in Elgin, IL with 14 local branches across the country. Duke's has over 350 full-time employees across these offices including eight registered Professional Engineers.

Your project will be directed out of our Eastern Division located at:

126 Commerce Court, Pittsboro, NC 27312
(800) 447-6687



IN-HOUSE CAPABILITIES

CONDITION ASSESSMENT

- Gravity Sewer Cleaning
- NASSCO MACP Level I, II, & Manned-Entry Manhole Inspection
- Panoramic SI Manhole Scanning
- Video Inspection of Sewer Mains
- Sonar Inspection
- Smoke Testing
- Flow Monitoring and I/I Analysis
- Dye Testing
- Lateral Launch Video Inspection and Locating
- Investigator Water Main Video
- Fire Hydrant Flow Testing
- Sewer Evaluation Studies
- Condition Assessment Reports
- Preliminary Engineering
- Water Distribution Material Inventory
- Hydro-Excavation
- Directional Drilling

GIS AND SURVEYING

- GIS Population, Editing and Mapping
- GIS Support
- Plat and Easement Preparation
- Boundary, Utility, Topographic and Property Surveys

DESIGN

- Hydraulic Modeling
- Water Distribution
- Water Main Replacement
- Capacity Analysis
- Trenchless Sewer Rehabilitation
- Sewer Relocation
- Open-Cut Replacement
- Permitting
- Preparation of Construction
- Drawings and Specifications
- Bid Administration
- Grant Application and Administration

EXPERIENCE IN PROVIDING THE SERVICES

The Duke's staff proposed for this project has over 30 years of experience in providing services such as this. Our company and its employees are focused on the evaluation and design of public utilities, specifically water, sanitary sewer, and storm water. We have performed hundreds of similar projects throughout our history. We stake our reputation on our work and will stand accountable to our Customers. Repeat work is predicated on our successes. Taking responsibility for our actions in the office and in the field to quickly resolve conflicts and issues is how we ensure successful projects no matter how difficult. Honest answers and the right solutions for our clients have qualified us to support and deliver on Customer's project goals. This has been our model for success as 90% of the business we do is repeat business with existing clients.

QUALITY OF PAST PERFORMANCE

Duke's has consistently met the budgets and schedules of our clients. Our goal is to go the extra mile for every client, to understand their needs and establish strong team relationships with Owners. We have a proven track record of meeting deadlines. We accomplish this, for example, by adding crews, supplementing staff, and reallocating resources. We ensure quality and safety on every project. Finally, we believe that we are accountable to the people we serve - our clients and the communities in which we work, because ultimately they are the judges of our performance.

QUALITY AND SERVICE

We have conducted numerous projects for municipalities throughout the Southeast using these technologies and methods required for this study. While many other consultants leave cities with volumes of information and no direction, we differentiate ourselves in the following ways:

- **A rigorous Quality Assurance/Quality Control program** to reassure our Customers that the information being gathered is appropriate, detailed, accurate, timely, and per budget. Our QA/QC plan involves multiple people reviewing the field data collected and comparing it to what was expected. Because we utilize in house staff resources for field work completion, this QA/QC process ensures completeness from field data collection through to analysis and reporting.
- **We realize that The Town of Lenoir staff is an integral part of a diversified, well-balanced project team.** Therefore, staff will always know what's going on, where, and how long it will last. Progress meetings or phone calls will be held as appropriate to provide a schedule of planned upcoming activities, to summarize the work completed during the previous time frame, and to discuss any obstacles that have been encountered. Our business philosophy is to function as an extension of the owner's staff so that all parties are working towards a common goal. Our web based GIS tools are updated in a real time environment, so you will always know where our field team is working and progress we are making on your project.

COLLABORATION IS KEY TO SUCCESS

The Duke's team holds regular project sync up sessions to discuss project status, problem solve field issues and provide insight and experience from senior leadership. Partnership with our clients is important and we hold regular progress meetings, where we can work with your team to overcome obstacles and deliver the best project results.



STAFFING

PROJECT TEAM

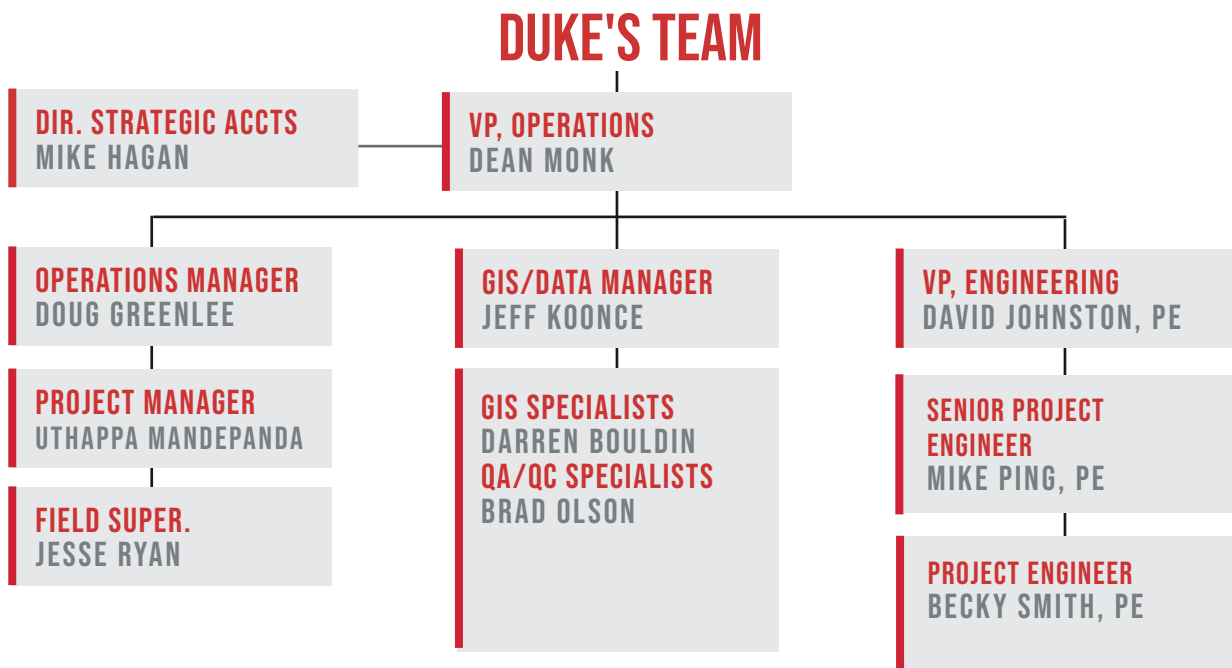
PERSONNEL AND EXPERIENCE

All proposed project team members are located throughout the country. This team ensures timely response and accessibility to the project and project site. With your local-based team, questions are quickly answered. We pride ourselves on providing immediate response to your needs. Additionally, we understand that our Customer's team understands the management process and logistics of your system and your project. We are providing a team that can provide results and will deliver on what they promise and what you need.

Your proposed project team has a combined total of over 200 years of practical infrastructure industry experience. This same team has worked together on many projects throughout the Country. We have fun working together to bring superior results to a client. This team understands what it takes to ensure a successful project and exceed your expectations.

Your proposed project team has the experience, training, and expertise specifically geared towards water distribution projects. They understand the importance of paying attention to detail, maintaining a safe work environment, and promoting public relations and goodwill in the communities in which they work.

Your key personnel includes:



NAME, ROLE, COMPANY	LOCATION, YEARS EXPERIENCE, EDUCATION, LICENSES, TRAINING	RELEVANT PROJECT EXPERIENCE
 DEAN MONK SR VP, OPERATIONS	• OSHA Confined Space Entry • OSHA 10-Hour • NASSCO PACP, MACP, LACP • Traffic Control • CPR/First Aid • MAPS Management Training • AZDEQ Grade 2 Wastewater Operations Certification	• City of Los Angeles, CA - Cleaning/CCTV and Condition Assessments • Pima County, AZ - Wastewater CCTV Inspections • Los Angeles County, CA - Sanitation District CCTV
Dean will provide the staff and operational resources to execute the program. His team of project coordinators, field superintendents and field technicians will ensure that your project is done right and on time. Dean has extensive experience in managing condition assessment projects and maintenance/rehabilitation services for large, complex infrastructure systems and is dedicated to improving the industry with new technology.		
 DAVID JOHNSTON, PE VP, ENGINEERING	• 24 years of industry experience • 13 years with Duke's • BS, Civil Engineering, North Carolina State University • Professional Engineer, Virginia #46021 • NCEES Certified • NASSCO PACP/MACP/LACP, #U-609-2231	• City of Virginia Beach, VA - Sanitary Sewer Evaluation Studies and Condition Assessment Reporting • City of Virginia Beach, VA -PUCN #19-0036 SSES and Flow Monitoring • City of Virginia Beach, VA -Inflow/Infiltration Abatement Program, Phases I and II • Chesapeake Dept. of Public Utilities - SSES and Smoke Testing • Newport News Dept. of Public Utilities - SSES and Flow Monitoring
David is the VP of Engineering and has worked extensively on large-scale sewer evaluation/assessment, hydraulic modeling and rehabilitation/repair/replacement projects such as this. We will oversee the engineering team that will prepare condition assessment reports, cost estimates and hydraulic model updates.		
 DOUG GREENLEE, EI FIELD OPERATIONS MANAGER	• 31 Years of Industry Experience • 9 Years with Duke's (formerly Hydrostructures) • BS, Civil Engineering, North Carolina State University • Engineering Intern, NC #A-11993 • National Safety Council, CPR and First Aid Certified, #271573 • PACP/MACP/LACP, NASSCO, #U-1013-0619272	• Spartanburg Water, SC - Lawson Fork Creek Interceptor Large Diameter Cleaning and CCTV, Phases 3, 4, 5, and 6 • Spartanburg Water, SC - Fairforest Basin Large Line Cleaning and CCTV, Phase 1 • James Island Public Service District, Charleston, SC - SSES and Flow Monitoring • City of Columbia, SC (Engineer: Weston and Sampson) - Smith Branch 01 SSES • Charlotte Water, NC - Sewer Cleaning and CCTV Services, Contracts 1 and 2

Project Role: Doug will ensure that equipment and personnel are allocated to your project when and where they are needed to keep the project on budget and within schedule.

NAME, ROLE, COMPANY	LOCATION, YEARS EXPERIENCE, EDUCATION, LICENSES, TRAINING	RELEVANT PROJECT EXPERIENCE
 MIKE PING PROGRAM DIRECTOR	• 20 Years Industry Experience • 4 years with Duke's • BS, Electrical Engineering, Clemson University • Professional Engineer, SC #28246 • PACP/MACP/LACP, NASSCO, #U-0819-70306462	• Spartanburg Water, SC - Lawson Fork Creek Interceptor Large Diameter Cleaning and CCTV, Phases 5 and 6 • Spartanburg Water, SC - Fairforest Basin Large Line Cleaning and CCTV, Phase 1 • James Island Public Service District, Charleston, SC - SSES and Flow Monitoring • City of Columbia, SC (Engineer: Weston and Sampson) - Smith Branch 01 SSES • City of Columbia, SC (Engineer: AECOM) - Smith Branch 03 SSES

As Program Director, Mike will provide quality oversight and deliverables production. Mike will also work between all departments to ensure quality field data collection, project progress communication and data analysis and deliverables management.

 BECKY SMITH, PE PROJECT ENGINEER	• 32 Years' Experience • 12 years with Hydrostructures • MS, Civil Engineering, North Carolina State University • BS, Electrical Engineering, North Carolina State University • Professional Engineer, NC #25964 • NASSCO PACP/MACP/LACP, #U-113-R1558	• Town of Cary (2016 - 2021) - Cleaning and Video Survey of Gravity Sewer Interceptor Lines • Town of Cary (2009 - 2015) - Video Survey and Assessment of Sanitary Sewer Interceptors • Town of Pittsboro - Credle Street Basin Sewer Rehabilitation • Raleigh Water - Wendell and Zebulon Priority Sewer Rehabilitation • Raleigh Water - Priority Sewer Siphon Rehabilitation • Moore County - NC 211 and Hwy 15/501 Interceptor Replacement and Rehabilitation • City of Durham - Martin Luther King, Jr. Drive Outfall Relocation
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Becky will serve as a Project Engineer, supporting the Engineering Manager with rehabilitation/repair recommendations, cost estimates, and final report preparation

 MIKE HAGAN DIRECTOR, STRATEGIC ACCOUNTS	• Bachelor of Science in Civil Engineering – Michigan State University • PACP/MACP/LACP – NASSCO Coding and Software • Site Management, Site Safety and Leadership training scheme • Confined Space Certified • HAZWOPER 40 Hr. Certified • Operator Training	• City of Detroit Department of Water and Sewer • DSMI Hydro Excavation projects – Big Rapids, St Charles, Ecorse, Roscommon, Plainwell, Brighton, St Clair shores, Center Line, Fraser • Consumers Energy & DTE Energy • Inliner Solutions – Pipe rehabilitation
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NAME, ROLE, COMPANY	LOCATION, YEARS EXPERIENCE, EDUCATION, LICENSES, TRAINING	RELEVANT PROJECT EXPERIENCE
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Mike is the Director of Strategic Accounts for Duke's Great Lakes Division and is responsible for overseeing overall operations, field personal, scheduling of projects, field work and management of projects. Mike is a part of the Management team and facilitates the communication and scheduling of resources between field crews and the Client to ensure all projects are completed to the client's specifications in a timely, safe, and proficient manner.



DARREN BOULDIN
GIS/DATA SPECIALIST

- years of experience
- BS, Human Geography, East Carolina University
- GIS Certificate, East Carolina University
- Advanced and Coastal GIS Training
- PACP/MACP/LACP Certified by NASSCO, #U-0917-07009187

- City of Myrtle Beach, SC - 2019 Manhole Inspections
- City of Columbia, SC - Wastewater Collection System Manhole Survey, TO #1, Amendment #3
- City of Columbia, SC - Wastewater Collection System Manhole Survey, TO #1, Amendment #2 (Manhole Inspections)
- City of Goldsboro, NC - Sewer Inspection and Mapping Updates
- Winston-Salem City/County Utilities, NC - Water and Sewer Mapping
- City of Reidsville, NC - GIS Sewer Mapping and Data Processing

Darren will be responsible for data review, QA/QC, GIS, and mapping activities. He is also responsible for data delivery and integration.



JEFF KOONCE
GIS MANAGER

- 17 years of experience
- MA, Teaching, University of North Carolina at Chapel Hill
- BS, Horticulture, Clemson University
- PACP/MACP/LACP Certified by NASSCO, #U-1116-07006058

- City of Myrtle Beach, SC - 2019 Manhole Inspections
- City of Columbia, SC - Wastewater Collection System Manhole Survey, TO #1, Amendment #3
- City of Columbia, SC - Wastewater Collection System Manhole Survey, TO #1, Amendment #2
- City of Columbia, SC (Engineer: Brown and Caldwell) - Rocky Branch 01 SSES
- City of Columbia, SC (Engineer: MWH) - Smith Branch 02 SSES
- Winston-Salem City/County Utilities, NC - Water and Sewer Mapping

Jeff has oversight for the data elements of project and will be responsible for the day-to-day needs of the project. He will ensure budget and schedule adherence and manage QA/QC of the project.

QUALIFICATIONS

PROJECT EXPERIENCE

CITY OF GOLDSBORO

Contact: Jonathan Perry, (919) 580-4317

Scope: The work consisted principally of: 7,000 Each Visual Inspection @ Meter (Public Owned), 7,000 Each Visual Inspection @ Meter (Private Owned), 3,000 Digging up of Water Service (Public Owned), 3,000 Digging up of Water Service (Private Owned), 50 Cubic Yards Concrete Sidewalk Repair, 50 Tons Asphalt Repair, 50 Linear Feet Curb and Gutter.

CITY OF LIVONIA

Contact: Nolan Pacitto: Nolan.Pacitto@ohm-advisors.com

Scope: The proposed study area contained approximately 350 private property parcels, consisting of commercial, residential, educational, medical and industrial facilities. Duke's Root Control (as UIS) was able to complete hydro-excavation to determine material type and restoration.

CITY OF VIRGINIA BEACH

Contact: Keith Havron: (757) 385-8845

Scope: The proposed study area contained approximately 6600 private property parcels, consisting of commercial, residential, educational, medical and industrial facilities. Duke's Root Control was able to complete this scope of work, on time, within budget with an 80% success rate of total inspections. This project is ongoing.

CITY OF BRIGHTON

Contact: Josh Bradley: bradleyj@brightoncity.org

Scope: The proposed study area contained approximately 357 private property parcels, consisting of commercial, residential, educational, medical and industrial facilities. Duke's Root Control (as UIS) was able to complete hydro-excavation to determine material type and restoration. This project ran from August 2022 - May 2023.

CITY OF CENTER LINE

Contact: Paul Guinnane: pguinnane@aewinc.com

Scope: The proposed study area contained approximately 335 private property parcels, consisting of commercial, residential, educational, medical and industrial facilities. Duke's Root Control (as UIS) was able to complete hydro-excavation to determine material type and restoration, alongside AEW Engineering. This project ran from January 2023 - June 2023.

CITY OF ECORSE

Contact: Ashley Casey: acasey@aewinc.com

Scope: The proposed study area contained approximately 461 private property parcels, consisting of commercial,

residential, educational, medical and industrial facilities. Duke's Root Control (as UIS) was able to complete hydro-excavation to determine material type and restoration. This project ran from May 2022 - September 2022.

ADDITIONAL MUNICIPALITIES: where Dukes performed the field work for Water Service Material Verification / Investigation: City of Brighton, Village of Roscommon, Village of St Charles, City of Ecorse, City of Plainwell, City of Greenville, City of Grosse Pointe, City of Warren, Village of Cassopolis, City of Montros, City of Big Rapids, Village of Capac, Bloomfield Township, City of St Clair Shores, City of Detroit, City of Fraser, and much more.

PROJECT APPROACH

SCOPE OF WORK

Duke's provides field services to assist municipalities in identifying the materials of unknown water services throughout their system. There are various methods in completing this inspection, with the most common practice being the use of hydro excavation to expose the existing services and visually verify the materials. Dukes has helped many municipalities across the country perform these inspections. With our knowledge and experienced team, we will work with the municipality to comply with the updated Lead and Copper rules to establish an accurate Service Line Material Inventory.

Field Work Overview

In an effort to determine unknown materials of the water services, Dukes crew need to expose the existing water service to visually inspect the pipes. Dukes uses a technology called “hydro-excavation” to excavate the water service in two locations (the Private and Public side). Hydro-excavation is the use of high-pressure water with a vacuum system to remove the disturbed spoils. This is a “safe” form of excavation which has a small footprint, minimizes the disrupted area and quickly removes the soils.

Dukes crews typically work in a team of two field employees, one operator runs the hydro excavation unit while the other team member follow behind in a pickup truck and trailer full of fill material. The operator will excavate down to the water service on both sides of the curb stop to verify the material type. Our experienced crews can determine the material either through visual inspection, the magnetic test or scratch test and classify the pipe as either lead, galvanized or non-lead.

Typical excavations are no larger than 2' in diameter in an effort to minimize disturbance on private property. As soon as the excavation is completed and materials are documented, our second team member begins backfilling the hole to municipal specifications.

In some cases, the location for the excavation may not be in a green belt area and hard surface removal is required to verify the pipe material. In these situations, Dukes offers two solutions. Option one is to remove the existing pavement and perform an excavation to the pipe. Once the inspection is performed, temporary surface will be applied and either Dukes or a subcontractor will come back at a later date to perform the hard surface restoration. Option two, Dukes can cut an 18” core into the pavement, remove the core, excavate the pipe and epoxy the core back in place as soon as the inspection is completed.

Depending on requirements and specifications of the municipality, Dukes also performs final restoration of all greenbelt excavations either in the form of planting new grass seed or applying fresh sod.

At the request of the Municipality, Dukes also offers alternative material verifications of the materials connecting to the water meters. This can be identified either inside the home or by opening the water meters outside on the properties. Dukes crews will follow the same process and procedures for verifying the materials at the meters except no excavation will be required.

Safety

Dukes prides itself on the safety of their employees and the general public. To ensure safety while performing these inspections the following procedures are followed.

- Call 8-1-1: before any excavations are performed, Dukes ensures 811 tickets are submitted and the area of digging is located, marked and positive responses are given.
- PPE: all employees wear high-visibility company uniforms, employee badges, steel toe boots, hard hats, safety glasses and hearing protection.

- No open holes left unattended: Dukes crews will not leave open excavations unattended. Holes are backfilled same day. If there is a need for a hole to be left open, proper barricading and safety measures will be taken.
- Employee Training: all team members undergo the Dukes field training program to ensure they are properly trained on the equipment, job function and general industry hazards.
- Hydro-Excavation = Safe Digging: using high pressure water is the safe alternative to mechanical excavation.

Communication / Notifications / Scheduling & Coordination

Informing residents in the community of the work being performed is key in the success of these projects. Dukes has “resident notice” templates that can be edited by the municipality to assist in communicating the work to the residents. These notices explain why we are conducting the work, how it is done, what to expect and give a contact number to our office so staff can answer additional questions.

We recommend notices are mailed out to residents in advance of work, but at the request of the municipality we can assist in additional notifications such as door hanger or flyers.

In terms of scheduling, typically our crews complete 10 – 20 addresses per day. When the list of addresses are provided, we group them by geographic region. Our goal is to stay in one area of the community until completed. With the average of 50+ locations per week, our project management team is constantly staying on top of the tracking of progress to ensure 811 tickets are completed ahead and residents are properly notified.

Our team communicates directly to the municipality, engineers and/or consultants daily the production, issues or concerns via a daily report and update the schedule weekly to ensure all parties are always in the loop on the progress.

Data Delivery

At a minimum, Dukes crews record the material type and take a picture of each service to document the material. Additional information can be recorded at the request of the municipality such as pipe diameter, depth, ground conditions, comments, etc.

This information can be stored in either the municipalities GIS database or through Dukes’ GIS platform. From there exports in tabular format can be delivered for the overall scope of work.

EQUIPMENT LIST

Vehicle	Model	Equipment	Year
Hydro-X Unit	Kenworth T880	Truvac HXX, 27" PD Vacuum, 12 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2021
Hydro-X Unit	Kenworth T880	Truvac HXX, 27" PD Vacuum, 12 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2021
Hydro-X Unit	Kenworth T880	Truvac HXX, 27" PD Vacuum, 12 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2022
Hydro-X Unit	Western Star	Truvac HXX, 18" PD Vacuum, Air & Water Package, 12 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2022
Hydro-X Unit	Western Star	RAMVAC HXX 27" PD Vacuum, 15 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2019
Hydro-X Unit	Kenworth T440	Vactor HXX 18" PD Vacuum, 12 Yrd Debris, 1,200 Gal Water, 400,000 BTU Cold Weather Package	2017
Hydro-X Unit	Western Star	RAMVAC HXX 27" PD Vacuum, 15 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2022
Hydro-X Unit	Freightliner L9	KAISER PREMIER Urban X 18" PD Vacuum, Air & Water Package, 9 yrd Debris, 800 Gal Water, 800,000 BTU	2023
Hydro-X Unit	Kenworth T440	Vactor HXX 18" PD Vacuum, 12 yrd Debris, 1200 Gal Water, 800,000 BTU	2016
Hydro-X Unit	Peterbilt 567	Truvac HXX, 18" PD Vacuum, Air & Water Package, 12 yrd Debris, 1200 Gal Water, 800,000 BTU Cold Weather Package	2020
Directional Drill	Toro	Toro DD4045 drill - 500' of 2.375" pipe	2013
Directional Drill	Ditch Witch	Ditch Witch JT9 - 300' of 1.6" pipe	2015
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2021
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2021
Support Vehicle	Ford 550	Support Vehicle - Water Projects	2004
Support Vehicle	Ram 1500	Support Vehicle - Water Projects	2019
Support Vehicle	Chevy	Support Vehicle - Water Projects	2001
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2017
Support Vehicle	Ram 1500	Support Vehicle - Water Projects	2022
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2020
Support Vehicle	Freightliner M2	Support Vehicle - Water Projects	2007
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2021
Support Vehicle	Ram 1500	Support Vehicle - Water Projects	2019
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2020
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2021
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2022
Support Vehicle	Ram 2500	Support Vehicle - Water Projects	2020
Dump Trailer	Big Tex	12' Hydraulic Dump Trailer - 12,500 LBS	2022

EQUIPMENT LIST

Dump Trailer	Big Tex	8' Hydraulic Dump Trailer - 12,500 LBS	2022
Dump Trailer	Big Tex	8' Hydraulic Dump Trailer - 12,500 LBS	2023
Dump Trailer	Big Tex	14' Hydraulic Dump Trailer - 12,500 LBS	2015
Dump Trailer	Griffin	12' Hydraulic Dump Trailer - 12,500 LBS	2023
Dump Trailer	Big Tex	12,500 lbs Dump Trailer for Restoration	2023
Dump Trailer	Big Tex	12,500 lbs Dump Trailer for Restoration	2024
Bobcat	E35 T4	Mini Excavator - Compact	2023
Bobcat	E42 T4	Mini Excavator - Compact	2023

PRICING

 DUKE'S ROOTED IN INNOVATION™		DUKE'S ROOT CONTROL, INC. 400 Airport Road, Elgin, Illinois 60123 O: 800.447.6687 www.dukes.com bids@dukes.com			
PROPOSAL SUBMITTED TO: City of Lenoir		DATE 6/20/2024		PHONE	
STREET (Business address)		JOB / PROJECT NAME Service Line Material Field Inspections			
CITY, STATE AND ZIP CODE		JOB LOCATION Lenoir, NC			
CONTACT NAME		DAVIS BACON PREVAILING WAGE QUOTE			
ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	Visual Inspection - Customer Side	1	Each	\$75.00	\$75.00
2	Visual Inspection - Utility Side	1	Each	\$75.00	\$75.00
		-			

GRAND TOTAL:

Per Rates Above

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: Payment terms: <u>30 Days of Invoice</u> Dollars: <u>Per Rates Above</u> This proposal shall be incorporated into the service contract when Duke's Root Control Inc. is listed as a subcontractor.	
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Maximum allowable interest charge on overdue invoices. Duke's Root Control, Inc. will provide certificate of insurance upon request. Authorized Signature: _____ This proposal may be withdrawn by us if not accepted within 30 days.	
ACCEPTANCE OF PROPOSAL : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Requests for additional services beyond the above outlined scope will be submitted by written change order and payment thereof made accordingly.	
_____ Date	_____ Customer Signature _____ Print name/Title

A REPUTATION FOR TRUST

At Duke's, our mission is to provide unparalleled personal service with the knowledge and expertise of our team, offering cost-effective solutions and innovative design.

We are consistent leaders in the fields of water, wastewater, and stormwater consulting, specializing in the inspection, evaluation, mapping, rehabilitation, and design of these infrastructure systems. With a quality team of highly-motivated experts, our strength stems from our commitment to clients, employees, our industry, and the communities we serve.



400 E. Airport Road, Suite E

Elgin, Illinois 60123

800-447-6687 | www.dukes.com

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Awarding of the construction contract for the Martin Luther King Jr. Recreation Center Facility Improvements project.

II. Background Information:

The City of Lenoir received a direct allocation through the North Carolina General Assembly to complete various improvements at its Martin Luther King Jr. Recreation Center. Proposed improvements and upgrades vary in scope and complexity, and include interior improvements such as floor covering replacement, exterior upgrades and improvements including cleaning, wooden trim replacement, gutter replacement, exterior painting, accessibility improvements involving concrete replacement, exterior door replacement, and restriping of the basketball court to include layouts for pickleball. Additionally, HVAC system replacement for the multipurpose room is included in the scope.

Throughout calendar year 2023, pricing for individual components was received and reviewed by City staff, but no contracts were awarded for any portion(s) of the work. In May of 2024, a decision was made to package all scope elements into a single bidding package to avoid the complexity associated with execution of multiple subcontracts, potential scheduling issues that may have arisen with multiple contractors on-site at the same time, and to provide a singular point of contact for project management and completion of all scoped items. Bids were solicited informally in accordance with G.S. 143-131(a), and three (3) responses were received.

III. Staff Recommendation:

Staff recommends awarding the construction contract for the Martin Luther King Jr. Recreation Center Facility Improvements project (exclusive of tennis court resurfacing) to Precision Contracting Co. for a contract price of **\$203,417.00**. Precision Contracting Co. is appropriately licensed to perform the work, has successfully completed past 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: _____

Bid Tabulation



City of Lenoir
Martin Luther King Jr. Recreation Center - Facility Improvements
Lenoir, North Carolina



Item	Description	Wilkie	Precision	Hibriten Construction
1	Exterior Repairs	\$3,180.00	\$12,750.00	No Bid
2	Exterior Cleaning	\$12,400.00	\$14,230.00	No Bid
3	Exterior Painting	\$9,280.00	\$7,988.00	No Bid
4	Gutter Replacement	\$23,417.00	\$36,877.00	No Bid
5	Exterior Door Replacement	\$85,000.00	\$48,116.00	No Bid
6	Concrete and Asphalt Replacement	\$15,000.00	\$3,285.00	No Bid
7	Interior Floor Covering Replacement	\$103,000.00	\$65,936.00	No Bid
8	HVAC Replacement	\$19,475.00	\$7,875.00	No Bid
9	Tennis Court Resurfacing	\$0.00	\$0.00	No Bid
10	Add-Alternate: Tennis Court Net Replacement	\$0.00	\$0.00	No Bid
11	Outdoor Basketball Court Renovation	\$6,417.00	\$6,360.00	No Bid
TOTAL BID		\$277,169	\$203,417	No Bid

Bids are based on the Request for Proposals provided to contractors dated May 22, 2024. Bidding contractors had the opportunity to review the project site and ask questions for clarification of items in the project scope.



REQUEST FOR PROPOSALS

CITY OF LENOIR, NORTH CAROLINA

MARTIN LUTHER KING JR. RECREATION CENTER – FACILITY IMPROVEMENTS

The City of Lenoir is seeking proposals from qualified general contractors capable to complete interior and exterior improvements at the Martin Luther King Jr. Recreation Center, 313 Greenhaven Drive, 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

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

Duke Moore, Building Maintenance Superintendent, City of Lenoir, 822.757.2169, dmoore@ci.lenoir.nc.us

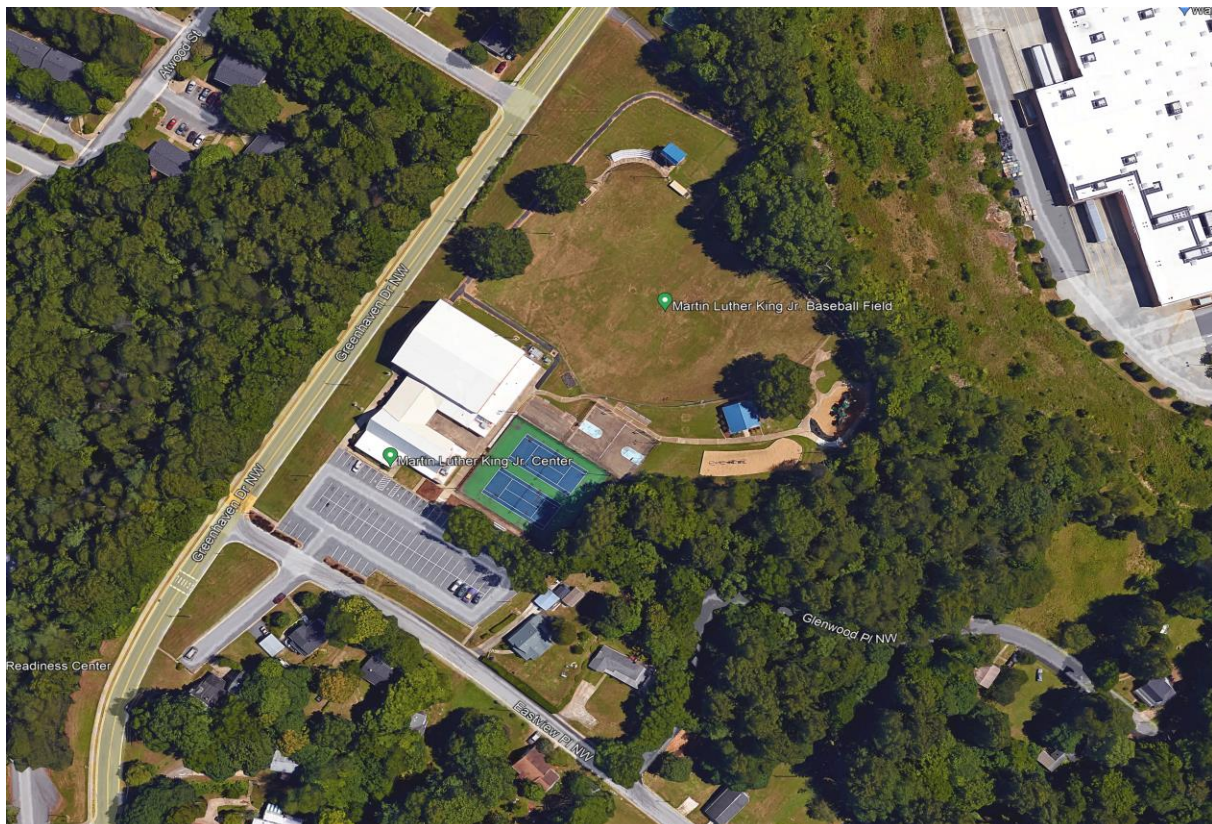
1. INTRODUCTION.

The City of Lenoir (City) owns and operates the Martin Luther King Jr. Recreation Center, located at 313 Greenhaven Drive, Lenoir, North Carolina 28645. The City offers a variety of indoor and outdoor recreational programming at this facility, including indoor and outdoor basketball courts, a baseball/softball field, tennis courts, a playground, walking path, weight room, shuffleboard courts, and several multi-purpose rooms that are open to the public and also used for community events.

The administrative building, originally constructed in 1963, features a masonry and wood siding envelope with a combination of metal and membrane roofing. The gymnasium, built adjacent and connected to the administrative building, was constructed in 1993 and features a brick façade and metal roofing. The property occupied by the administrative building and gymnasium, various courts and fields, the walking path, and playground, is approximately seven (7) acres.

The City is committed to performing a host of improvements to the Martin Luther King Jr. Recreation Center. Planned improvements include exterior repairs, cleaning, and repainting, gutter replacement, select exterior door replacement, concrete and asphalt replacement to provide a more accessible facility to those with disabilities, interior flooring replacement throughout the facility (excluding the gymnasium floor), replacement of an HVAC system in one (1) multi-purpose room, resurfacing of the tennis courts (including replacement of nets), and cleaning and restriping of outdoor basketball courts, with repainting of goal poles/supports and backboards.

The City seeks proposals from qualified general contractors to complete the above improvements, or any combination of the improvements that may be handled under a single-prime method of project delivery.



2. SCOPE OF WORK.

Exterior Repairs: The administrative building façade is primarily brick and includes wood siding and trim around openings and architectural features. In the years since its construction, several of the wooden elements have begun to exhibit deterioration and rot, primarily at lower elevations where they may be susceptible to water damage from runoff. This project seeks to replace damaged wooden trim with like materials. Given that the extent of repair has not been quantified, the City prefers a proposed allowance from the bidder to replace trim pieces that are identified during performance of other exterior work elements.

Exterior Cleaning: The City requests pricing for pressure washing, complete with application of solvent for stained areas, for the entire exterior of the building (excluding roofing). This request includes the gymnasium addition, which has wall sections between twenty-feet (20') and thirty-feet (30') in height. Pricing should be inclusive of all work required to apply cleaning agents, power/pressure wash exterior walls, and protect other portions of the facility within the work area. Wash water containing chemical agents will not be allowed to enter the storm drainage system.

Exterior Painting: This item includes repainting of wooden and/or metal exterior trim as identified by City staff. Paint material(s) should be of a quality suitable for exterior use, and color selection will be made by the City following awarding of the contract. Exterior painting is to take place after exterior repairs and cleaning have been completed. The City will not be responsible for damage to newly painted surfaces resulting from other work at the facility.

Gutter Replacement: This item includes replacement of all exterior guttering and downspouts with new material. Gutter and downspout sizing is to match existing. Any downspouts that connect to underground piping/leader lines should be reconnected with new couplings specifically designed for gutter connections. Material color will be selected by the City after awarding of the contract. Gutter replacement should be coordinated with other work elements to prevent damage to new gutter or exterior finishing.

Exterior Door Replacement: Exterior door replacement will consist of removal and replacement of all facility exterior doors and frames. Materials should include commercial grade metal doors/frames and ADA compliant hardware and safety features, and painting as necessary with a color selected by City staff.

Concrete and Asphalt Replacement: This item will consist of removal of existing concrete sidewalk, curb/gutter, and asphalt as necessary in order to place new ADA-compliant concrete ramps and walkways to provide an accessible paths from the parking lot to the building entrance(s). Work is anticipated to be necessary at two (2) locations: the sidewalk leading to the front entrance and the sidewalk leading to the multi-purpose room entrance on the southwestern side of the building.

Interior Floor Covering Replacement: This item includes removal of interior flooring throughout the facility and replacement with new luxury vinyl tile or plank (LVT/LVP), complete with underlayment and new base/shoe molding replacement and transitions, and installation of rubber/fitness flooring in the weight room, complete with underlayment and new base/shoe molding and transitions. Approximate quantities of each are as follows:

- LVT/LVP – 7,000 square feet +/-
- Rubber fitness flooring – 800 square feet +/-
- Base molding – 1,200 linear feet +/-

****Due to the age of the facility and floor covering material it is possible that the existing tile contains Asbestos. This material has degraded to a point where it will need to be removed prior to installation of the new flooring system. Bidders should clearly indicate if their proposal includes the removal of existing flooring by a qualified professional capable of asbestos abatement. Proposals should include abatement and disposal fees if this work element is included in pricing.****

HVAC Replacement: This item includes replacement of a mini-split unit HVAC system that serves one (1) multi-purpose room. Unit sizing and installation location is to be coordinated with City Building Maintenance staff.

Tennis Court Resurfacing: The scope of work for this item includes complete cleaning of the existing surface, removal of chipping and/or flaking paint, crack repair with suitable filler, filling/wedging of low areas (surface deflection greater than 2-3mm), application of primer to existing surface(s), application of a minimum of two (2) coats of surface paint (colors to be selected by City), and restriping of regulation-sized courts with a minimum of two coats of texturized white paint. Bidders or subcontractors should be certified to apply surface coating system by the material manufacturer. A copy of certification(s) should be included with the bid.

****As an add-alternate to tennis court resurfacing, bidders are asked to also provide pricing for replacement of two (2) nets, including installation.****

Outdoor Basketball Court Renovation: This item includes cleaning of the outdoor basketball court area and restriping of court lines with a minimum of two coats of suitable paint. Additionally, striping for pickleball courts will also be added to the basketball court surface. This item also includes repainting of six basketball goal support structures and backboards, with exterior black paint to be used for support structures and exterior white paint to be used for backboards.

3. INSTRUCTIONS TO BIDDERS.

Due to the varying scope of work and disciplines required to complete this project, 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 on company letterhead, and each item being priced should be listed as a lump sum price to perform the work, complete with all labor, materials, tools, and equipment necessary to perform the 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, for each item. 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 for all work items to one single-prime bidder, or award any combination of items to bidders in a manner that would be the most advantageous to the City and public. The City further reserves the right to reject all bids, re-advertise the RFP, or elect to only complete portions of the work most advantageous to the City and public. Time to complete the work will vary based on the number of items awarded to bidding contractors. 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 be directed to the following:

- Mr. Phillip Harper, Parks and Recreation Director, City of Lenoir
828.757.2166, phil.harper@ci.lenoir.nc.us
- Mr. Jared Wright, Director of Special Projects and Grants, City of Lenoir
828.757.2153, jwright@ci.lenoir.nc.us
- Mr. Duke Moore, Building Maintenance Superintendent, City of Lenoir
828.757.2169, dmoore@ci.lenoir.nc.us

5. SUMMARY BID FORM.

(Attached)

Summary Bid Form



City of Lenoir
Martin Luther King Jr. Recreation Center - Facility Improvements
Lenoir, North Carolina



Item	Description	Lump Sum Bid
1	Exterior Repairs	
2	Exterior Cleaning	
3	Exterior Painting	
4	Gutter Replacement	
5	Exterior Door Replacement	
6	Concrete and Asphalt Replacement	
7	Interior Floor Covering Replacement	
8	HVAC Replacement	
9	Tennis Court Resurfacing	
10	Add-Alternate: Tennis Court Net Replacement	
11	Outdoor Basketball Court Renovation	
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.

Precision Contracting Co.
1761 Morris Creek Rd.
Granite Falls, NC 28630
Office (828) 759-3994 Mobile (828) 217-1879
Unlimited License #64428
dgray@steelconbuilders.com

June 28, 2024

To: City of Lenoir
 Lenoir, NC 28645

Attn: Jared Wright

RE: Facility Improvements Proposal
 MLK Center
 313 Greenhaven Dr
 Lenoir, NC 28645

Dear Sir:

Per your request, please see the following notes and construction cost proposals for the above project. This proposal is based on your Parks & Recreation request for proposal document package with a posting date of 5-22-24, our site visit together, and various discussions with you.

Per your proposal documents, we will follow your summary bid form list of work items:

Item #1: Our scope of work for this item includes the work requested along with repairs to the main entry laminated wood beam A frame structure. We will perform the work for this item on a cost/plus basis to include a 5% overhead fee and 10% General Contractor's fee. We will submit accounting records for final billing. The Total cost for this Item includes the cost to perform the repair work plus, the allowance, plus the Overhead and General Contractor's fee.

Estimated Cost of Materials and Labor:	\$11,100.00
Overhead and General Contractor's fee:	<u>\$ 1,650.00</u>
Total Item Allowance:	\$12,750.00

Item #2: All work per your proposal list to include protection of all surrounding areas.

Total Cost Exterior Cleaning:	\$14,230.00
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Item #3: All work per your proposal list to include existing surface preparation and install of 2 coats of Sherwin Williams commercial latex paint.

Total Cost Exterior Painting:	\$7,988.00
--------------------------------------	-------------------

Note: To properly perform items 2 & 3, the existing front shrubbery will need major trimming or removal. We exclude any shrubbery work.

Item #4: All work per your proposal list to include the following:

Matching aluminum gutters/downspouts on low roof wood fascia.
Metal building gutters/downspouts on gym low roof lean to addition.
Remove and Replace existing membrane connections.

Note: At these locations, the existing membrane roofing is attached to the gutters. We will remove/replace the existing membrane connections.

New metal building gutters/downspouts on gym high roof.
New rake trim replaced.

Note: During our site visit it was determined that the existing rake trim is in poor condition and needs to be replaced to provide proper completion of this item. New rake trim to be included along with all high lift equipment required to properly access and install these materials.

Total Cost Gutter Replacement: \$36,877.00

Item #5: All work per your proposal list to include the following:

The 5 door locations in the Administration building, with existing wood frames and doors, will be prepared with new wood framed openings and install 36 inch wide / 7 ft high doors. Due to the existing conditions, some of the doors may be 6 ft 10 inches high.

The 7 door locations built into the Gym building masonry walls are in good condition and will remain. This was concluded during our site visit. All metal frames and doors in these walls will be painted with 2 coats of Sherwin Williams commercial latex paint.

Total Cost Exterior Door Replacement: \$48,116.00

Item# 6:

Per our site visit, the new ADA access area will be an 8' X 9' concrete ramp located at the parking lot corner. We will remove 8' of existing curb and gutter and 8' of the existing 8' wide sidewalk and install the new ramp in this area. This will omit an existing asphalt repair or replacement.

Total Cost Concrete & Asphalt: \$3,285.00

Item#7: All work per your proposal to include the following:

Proper removal and disposal of all existing VCT tile. For a material product specification reference, see attached local vendor proposal.

Total Cost Interior Floor Covering: \$65,936.00

Item#8: All work per your proposal to include the following:

Install 1.5 ton Mini-Split unit with condense drainage and new electrical connections.

Total Cost HVAC Replacement: \$7,875.00

Item#9 & 10 Tennis court work.

Per our discussion, due to weather conditions and the vendor market schedule, we exclude this item from our proposal.

Item#11: All work per your proposal to include the following:

Sherwin Williams outdoor athletic court products, all stripping white color.

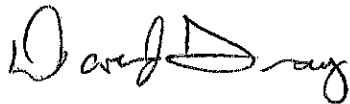
Total Cost Outdoor Basketball Court: \$6,360.00

Total Project Cost: \$203,417.00

We sincerely thank you for the opportunity to quote the work for this project.

Thanks again,

David Gray

A handwritten signature in black ink, appearing to read "David Gray", written in a cursive style.

Summary Bid Form



City of Lenoir
Martin Luther King Jr. Recreation Center - Facility Improvements
Lenoir, North Carolina



Item	Description	Lump Sum Bid
1	Exterior Repairs	\$12,750.00
2	Exterior Cleaning	\$14,230.00
3	Exterior Painting	\$7,988.00
4	Gutter Replacement	\$36,877.00
5	Exterior Door Replacement	\$48,116.00
6	Concrete and Asphalt Replacement	\$3,285.00
7	Interior Floor Covering Replacement	\$65,936.00
8	HVAC Replacement	\$7,875.00
9	Tennis Court Resurfacing	N/A
10	Add-Alternate: Tennis Court Net Replacement	N/A
11	Outdoor Basketball Court Renovation	\$6,360.00
TOTAL BID		\$203,417.00
Total Bid in Words: <u>Two hundred three thousand four hundred</u> <u>seventeen dollars and no/100</u>		

I, David Gray David Gray on behalf of Precision Contracting Co 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 28 day of June, 2024.

S&S Carpet Sales LLC

3018 Hickory blvd. Hudson, NC
(828) 728-7911

6-25-24

City of Lenoir
Town Hall
MLK Center

Southwinds : Rigid Plus 6784.58 sq.ft.
color ?

Roppe Recoil Fitness Floor (3/8" Rubber Tile) 725 sq.ft
(floating Installation Method)
Color : Solid Black

Roppe 4" roll Wallbase 1200 In.ft.
color ?

LVT \$2.75 per.sq. ft.	\$18,657.60
LVT Installation \$1.50 per sq.ft.	\$10,176.87
LVT Underlayment \$.20	\$1,356.92
Fitness Floor \$9.00 per. sq. ft.	\$6,525.00
Fitness Floor Labor \$1.50 per. sq. ft.	\$1,087.50
Wallbase \$1.10 per.In.ft.	\$1,320.00
Wallbase Labor \$.50 per.In.ft.	\$600.00
Wallbase Glue \$.10 per.In.ft.	\$120.00
Pull / Re-set Commodes 14 x \$50	\$700.00
Reducers 96 In.ft. \$2.00 per In.ft.	\$192.00
Sub - Total	\$40,735.89
Tax	\$2,749.67

Total **\$43,485.56**

Supplier quote for
material only and
does not include
installation.

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to accept an offer from Sealed Air Corporation to purchase the fire pump house located on their property. If accepted, this offer is subject to the upset bid process.

Background Information: In 1978 International paper built the facility that currently houses Sealed Air Corporation. At this time the Town of Hudson Water department began supporting the fire pump with repairs and alarm monitoring. In 1979 the fire pump premise was, by warranty deed, conveyed to the Town of Hudson and its successors. In 1993 Sealed Air purchased the site. Hudson Water department continued support of the fire pump station. In 1999, the City of Lenoir purchased the Town of Hudson water system and, as a successor, received the fire pump property. Sealed Air Corporation has, for the past 20+ years, maintained the fire pump and house. Since Sealed Air Corporation maintains all aspects of the facility, except for paying the power bill, the company feels it is in their best interest to own the fire pump premises outright.

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

- II. Staff Recommendation:** Staff recommends City Council approve the offer to purchase by Sealed Air Corporation of the fire pump premises located on their property, as presented. This will begin the upset bid process.
- III. Reviewed by:**

City Attorney: yes

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

SEALED AIR CORPORATION (US)
2415 Cascade Pointe Blvd
Charlotte, NC 28208
Return Service Requested

20019045652001904565

PAGE: 1 of 1

DATE: June 18, 2024
CHECK NUMBER: 2001904565
AMOUNT PAID: \$50.00

Inquiries To:
ACCOUNTS.PAYABLE@SEALEDAIR.COM



18008 27685 CKS ZA 24171 - 2001904565 NNNNNNNNNNN 1705100006505 XABKA1 C
CITY OF LENOIR
PO BOX 958
LENOIR NC 28645-0958



Vendor No: 0000203039

Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
06/14/24	5000		\$50.00	\$0.00	\$50.00
		TOTALS	\$50.00	\$0.00	\$50.00

CITY OF LENOIR
CASH RECEIPT

Receipt No: 1423254
Date: 06/26/2024
Time: 10:32:33 AM

Received From:

Amount: 50.00
Paid: 50.00
Change: 0.00

For: MISC REVENUE GENERAL 50.00
sealed air 2001904565: 50.00

Received By: NTH

PLEASE DETACH BEFORE DEPOSITING CHECK

SEALED AIR CORPORATION (US)
2415 Cascade Pointe Blvd
Charlotte, NC 28208
Return Service Requested

CHECK
NUMBER 2001904565

1-2
210

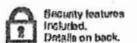
June 18, 2024

*** VOID AFTER 120 DAYS ***

PAY CITY OF LENOIR
TO THE PO BOX 958
ORDER OF: LENOIR, NC 28645-0958

CHECK AMOUNT
\$50.00

EXACTLY *****50 DOLLARS AND 00 CENTS



JPMorgan Chase Bank, N.A.
New York, NY

Yang Shuman

Authorized Signature

00 200 1904565 00 00 00 00 00 00

00 00 00 00 00 00 00 00

CITY OF LENOIR
RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE FIRE PUMP PREMISES
DESCRIBED IN DEED BOOK 724, PAGE 296

WHEREAS, the City of Lenoir owns certain property, the fire pump premises described as follows in that Special Warrant Deed at Volume 724, Page 296:

Starting at a reference point, a point in the center line on the C and NW Railroad Track, said point also being in the center line of a 40 foot street leading from old Highway 321 in the International Paper Company line: thence two reference lines as follows: South 25°31'09" East 20.00 feet to a point in the center of the railroad track; South 63°09'26" West 50.01 feet to an iron stake on the west right-of-way of the railroad track, the true point of beginning; thence with the right-of-way for two calls South 25°31'09" East 30.90 feet to an iron stake; South 28°41'31" East 9.10 feet to an iron stake; thence leaving the right-of-way for three new calls: South 68°09'26" West 50.50 feet to an iron stake; North 25°31'09" West 40.00 feet to an iron stake; North 63°09'26" East 50.00 feet to an iron stake, the true point of beginning, containing 2,002 square feet by coordinates as surveyed by Western Carolina Surveyors, T. R. Bishop, R.L.S., on the 2nd day of January, 1979; and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1,000, submitted by Sealed Air Corporation of Hudson, NC; and

WHEREAS, Sealed Air Corporation of Hudson, NC has paid the required five percent (5%) deposit on his offer;

THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR RESOLVES THAT:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the city clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- the buyer must pay with cash at the time of closing.

8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Sealed Air Corporation.

This the 16th day of July, 2024.
SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



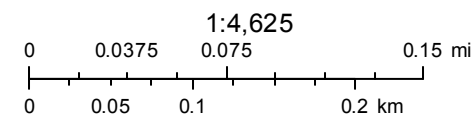
This map is NOT of land survey quality and is NOT suitable for such use.

Owner SEALED AIR CORPORATION
C/O DUCHARME, MCMILLEN & ASSOC
PO BOX 80615
INDIANAPOLIS, IN 46280

Acct Number 34423
Parcel ID 03 30 1 10
NCPIN 2766197237

Deferred Val	\$
Assessed Val	\$2,110,200
Calc Acreage	21.37190925
Land Units	22.86 (**)
Legal Desc	1089/1621 1993 0.00
Plat Ref	00000/00000
Property Addr	2001 INTERNATIONAL BV

Fire Pump Premises



June 13, 2024

June 11, 2024

City of Lenoir
801 West Ave NW
Lenoir, NC 28645
jeff.church@CI.LENOIR.NC.US
Attn: Jeff Church, Representative of Lenoir City Council

Dear Representatives of Lenoir City Council:

Please accept this bid from Sealed Air Corporation in the amount of One Thousand Dollars (\$1,000.00) for the purchase of all right, title and interest in and to the Fire Pump (defined below) together with the Fire Pump Premises on which it is located described as 2001 International Boulevard, Hudson Township, Caldwell County, North Carolina. The entirety of the Fire Pump shall include its 4 wall structure, roof, backflow check valves, tooling, controls and any and all other appurtenances thereunto belonging ("the Fire Pump").

The Fire Pump Premises is additionally described as follows in that Special Warrant Deed at Volume 724, Page 296:

Starting at a reference point, a point in the center line on the C and NW Railroad Track, said point also being in the center line of a 40 foot street leading from old Highway 321 in the International Paper Company line; thence two reference lines as follows: South 25° 31'09" East 20.00 feet to a point in the center of the railroad track; South 63°09'26" West 50.01 feet to an iron stake on the west right-of-way of the railroad track, the true point of beginning; thence with the right-of-way for two calls: South 25°31'09" East 30.90 feet to an iron stake; South 28°41'31" East 9.10 feet to an iron stake; thence leaving the right-of-way for three new calls: South 68°09'26" West 50.50 feet to an iron stake; North 25°31'09" West 40.00 feet to an iron stake; North 63°09'26" East 50.00 feet to an iron stake, the true point of beginning, containing 2,002 square feet by coordinates as surveyed by Western Carolina Surveyors, T. R. Bishop, R.L.S., on the 2nd day of January, 1979.

As the City of Lenoir is aware and with its full approval, Sealed Air Corporation has been paying all expenses / costs associated with the maintenance, repair and replacement of the Fire Pump for several years. To date, this amount has totaled approximately \$165,000. Therefore,

we believe this bid is reasonable and appropriate for the purchase of the Fire Pump and the Fire Pump Premises.

Sealed Air Corporation respectfully requests that the City Council of Lenoir accept the bid in the amount of \$1,000 and approve the transfer of all right, title and interest in and to the Fire Pump and Fire Pump Premises to Sealed Air Corporation in accordance with the City of Lenoir's conditions, policies, procedures and regulations.

Sincerely,



Seth Bradshaw

Plant Manager, Lenoir

(828) 726-2127

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cc: Lori Tylinski

VP, Americas Regional General Counsel

(201) 286-9929

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