

# AGENDA



**CITY OF LENOIR  
CITY COUNCIL MEETING  
CITY/COUNTY CHAMBERS  
905 WEST AVENUE  
TUESDAY, JULY 19, 2016  
6:00 P.M.**



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## I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

## II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Revised Sign Code: A public hearing will be held to receive public comments regarding Staff's recommendation to consider the repeal and replacement of the Lenoir Sign Code, Article XI of Appendix A of the Lenoir Code of Ordinances. City Staff and the Planning Board recommend approval of the revised code as submitted.
- B. Extending Posted Speed Limit; West Harper Avenue to Virginia Street: A public hearing will be held to receive public comments to consider adoption of an amendment to the Charter Code of Ordinances, Appendix B, Traffic (1), Section 115, Twenty-five mile per hour speed limit on the following streets, to extend the posted speed limit of 25 Mph on West Harper Avenue from its current location near Beall Street west to Virginia Street and adding a series of raised composite rumble strips near the Fairfield Chair crosswalk, as determined by the Public Works Director. **Note:** This change will result in moving the posted speed limit sign of 25 mph west 390 feet in order to allow motorists more time to adjust their speed prior to approaching the current pedestrian crosswalk in front of Fairfield Chair Company.

## III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of minutes from the City Council Meeting of Tuesday, June 21, 2016 as submitted.
- B. Minutes: Approval of minutes from the Committee of the Whole Meeting of Tuesday, June 28 as submitted.
- C. Paving Bids; Annual Paving Contract: Bids were received on Wednesday, July 13 for the City's FY2016-2018 Paving Contract. City Staff recommends Council award the low bid of \$82.50 per ton of asphalt put in place as submitted by Maymead, Inc., PO Box 911, Mountain City, Tennessee. Note: The bidder has submitted the required bid bond.

## 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. Friday after Five is scheduled on Friday, July 22 with the Deacon Black Band performing on the square from 7:00 p.m. – 10:00 p.m. The band “Soul Watt” will perform on Friday, July 29.
2. Fabulous Film Night is scheduled for Saturday, July 23 with the movie “Inside Out” being shown at 8:30 p.m. on the square.
3. The Planning Board will meet on Monday, July 25 at 5:30 p.m.
4. The Committee of the Whole Meeting for July has been **cancelled**. The next meeting will be held on Tuesday, August 23 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
5. The Foothills Regional Airport Authority will meet on Wednesday, July 27 at noon.
6. The annual Harambee Festival begins on Saturday, July 30 through Friday, August 5 at the Martin Luther King, Jr. Center. Activities are scheduled throughout the week. The public is encouraged to attend.

#### B. Items for Council Action

1. Resolution; NC Clean Water Management Trust Fund (NCCWMTF) Grant for Conservation Easement on the Lenoir Watershed: If City Council wishes to approve the NCCWMTF Grant, City Staff recommends approval of the submitted Resolution Accepting the NC Clean Water Management Trust Fund Grant for a Conservation Easement on the Lenoir Watershed. **Note:** This item was tabled from the June 21 City Council Meeting in order to allow Council to receive additional information clarifying the requirements of the Conservation Easement.
2. Proposal; Project Administration Services for NCCWMTF: City Staff recommends approval of a Grant Project Administration Services Proposal in the amount of \$10,000 as submitted by Martin-McGill for the NC Clean Water Management Trust Fund Grant. **Note:** This item was tabled from the June 21 City Council Meeting.

### VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

### VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Notification of Upcoming Board Re-Appointments: Mayor Gibbons will recommend the following individuals for re-appointment to the City’s Authorities/Boards/Commissions at the City Council Meeting scheduled for Tuesday, August 2. **Note:** Mayor Gibbons has contacted each of these individuals and they have all asked to be considered for re-appointment in order to serve another term.

ABC Board – Jerry Brooks  
 Lenoir Housing Authority – Lowmack Stover  
 Planning Board – Richard Hedrick and Lucy McCarl  
 Parks & Recreation Advisory Board – Joel Kincaid

**IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

**X. ADJOURNMENT**

### Sign Code 2016: Highlights

- **Proposed ordinance is a “repeal and replace” of the existing sign code – but it does not make material changes to the square footage or sign types currently allowed under the existing code.**
  - Edits and expands definitions – ensuring they are content-neutral
  - Introduces a companion, non-codified “design handbook” that offers further clarity to the differences between sign types and diagrams on how to measure and interpret standards on copy area and sign location.
  - Adds legal protections like substitution clause, severability clause, purpose statement, etc.
  - Re-organizes into a more “user friendly” format, eliminating repetition that leads to conflicting language.
  - Creates opportunities for more in-depth studies of specific corridors in the future, where public input processes could lead to more context-specific, tailored sign standards for various parts of the City. (Currently, only special sign overlay area is Downtown.)
  
- **A few changes expand the options for signage, making the Code match current practice and/or legalizing the most common types of non-conforming signs**
  - Introduces concept of 0 ft. setbacks for monument signs, arm signs, and post-and-panel signs, which gives businesses located adjacent to very wide right-of-ways and/or in buildings with small front yard setbacks more sign options.
  - Instead of regulating each type of building-mounted signage individually, allows for greater flexibility by creating a single “pot” of signage and allowing businesses to allocate signage to wall, window, projecting, awning, or canopy signs in whatever makes the most sense for their architectural styles and business needs.
  - Expands options for large pylon signs to all large sites – any parcel with more than 50,000 sq. ft. of GFA would be eligible for up to 200 sq. ft. of signage on arterial roads (currently limited only to “shopping centers”)
  - Allows A-frame signs in all non-residential districts (currently only allowed in the Downtown; but businesses all over the City use them)
  
- **Reed v. Gilbert Changes – some changes are proposed in order to protect the visual clutter from temporary signs, while protecting for options to use temporary signage as a means to express non-commercial ideas**
  - Defers to state statutes on signs in the right-of-way, but does not adopt similar language into our local ordinance
  - Substitution clause ensures that all interpretations of the code allow for non-commercial speech on any permitted sign.
  - In addition to allowable sign types for commercial messages, specifically allows additional temporary signage for non-commercial messages on private property (political candidate signs, “Jesus” signs, “no fracking” signs, etc.)
  
- **This ordinance reflects all the “best practices” in sign regulation that could be adopted without making substantial changes to the code. It has been thoroughly reviewed by planning staff and the Planning Board.**
  - Staff reviewed existing sign proposals against the new sign code to “test” its applicability
  - Planning Board received proposed ordinance and design handbook in September 2015. Three workshops were held with the Planning Board, and then revisions were presented the Board based on those workshops at two follow-up meetings.
  - Planning Board recommended approval of the ordinance on May 23, 2016.

**PROPOSED SIGN CODE OUTLINE**

**General Standards/Legal Necessities/Framework**

1100 Intent and Purpose	<ul style="list-style-type: none"> <li>• First 5 sections address legal concerns and establish the parameters of the sign ordinance.</li> </ul>
1101 Scope	
1102 Severability	
1103 Substitution	
1104 State Pre-Emption	
1105 Definitions	<ul style="list-style-type: none"> <li>• Defines all of the key terms used in the sign ordinance – expands and clarifies definitions from the existing sign code.</li> </ul>
1106 Permits Required	<ul style="list-style-type: none"> <li>• Requires a sign permit for all signs, clarifies exceptions.</li> </ul>
1107 General Requirements for All Districts	<ul style="list-style-type: none"> <li>• Details general requirements for all signs/districts, including regulations on permitted materials, locational requirements and how to measure setbacks, maintenance standards, etc.</li> </ul>

**Standards for Signs in Residential Districts**

1108 Signs in Residential Districts	<ul style="list-style-type: none"> <li>• Puts all standards for residential districts in one place – streamlines requirements to make regulating and enforcing sign standards in residential districts easy and straight forward.</li> </ul>
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**Standards for Signs in Non-Residential Districts**

1109 Building-Mounted Signs – Non-Residential Districts	<ul style="list-style-type: none"> <li>• Puts all standards for building-mounted signs for non-residential districts in one place.</li> <li>• Creates one “pot” of signage for building-mounted signs that can be used for any combination of sign types and locations that are allowed in the applicable district, at the owner’s discretion.</li> <li>• Defines which zoning districts allow electronic message boards, which is unclear in the current ordinance.</li> <li>• Removes references to roof signs, which aren’t currently allowed in any zoning district.</li> </ul>
1110 Ground-Mounted Signs – Non-Residential Districts	<ul style="list-style-type: none"> <li>• Puts all standards for ground-mounted signs for non-residential districts in one place.</li> <li>• Allows reduced setbacks when owners choose shorter and smaller sign types.</li> <li>• Defines which zoning districts allow electronic message boards, which is unclear in the current ordinance.</li> </ul>
1111 Portable and Temporary Signs – Non-Residential Districts	<ul style="list-style-type: none"> <li>• Puts all standards for portable and temporary signs in non-residential districts in one place.</li> <li>• Maintains existing standards for wind-blown devices and banners; except that wind-blown devices are increased to a standard of 30 days.</li> <li>• Adds a-frame signage as a permitted portable sign type in all districts</li> <li>• Creates a new standard for “noncommercial” temporary signs, instead of regulating political signs differently than other types of non-commercial speech.</li> </ul>

**Special Sign Scenarios – Overlay Districts and Billboards**

1112 Special Sign Overlay Districts	<ul style="list-style-type: none"> <li>• Creates an opportunity to regulate specific corridors and areas differently, should we choose to do more in-depth studies as a part of future planning efforts.</li> <li>• Maintains the existing special standards for the Downtown district, but eliminates confusing contradictions within the current ordinance by placing all the standards for the Downtown in one location.</li> </ul>
1113 Commercial Outdoor Advertising Devices (Billboards)	<ul style="list-style-type: none"> <li>• No change from existing ordinance.</li> </ul>

**Prohibited and Non-Conforming Signs**

1114 Prohibited Signs and Sign Types	<ul style="list-style-type: none"> <li>• Clarifies prohibited sign types – language aims to be clearer to understand and enforce.</li> </ul>
1115 Non-Conforming Signs	<ul style="list-style-type: none"> <li>• Maintains current standards for non-conforming signs, but clarifies unclear language.</li> </ul>

## New Sign Code: Relationship to Comprehensive Plan Policy Concepts and Strategies

### Comprehensive Plan Policy Concepts and Strategies:

- Adopt sensible, straightforward zoning standards and procedures that are easily understood by developers and the general public. — [whole code](#)
- Continue working to improve parking downtown. Improve signage to better direct drivers to the 900 available parking spaces. — [new code specifically allows way-finding signage as an exempt sign type for public entities](#)
- Limit the use of “windblown” signs such as banners or balloons and signs with electronic, scrolling signs that may be distracting to drivers. — [maintains limitations for banners, inflatables for 30 days with a permit; maintains limitations on blinking and scrolling signs](#)
- Amend signage requirements to promote monument-style signs and master signage instead of pole signs. The size of the sign should be proportional to the size of the building façade. Where possible, encourage the use of “logo” signs that would be easily recognized by the traveling public. — [new code incentivizes monument signs and other smaller sign types by requiring smaller setbacks, differentiates between types of ground signs and limits the use of pole signs in some districts, maintains standards based on the size of the façade, encourages the use of branding and “logo” signs through uniform sign plans.](#)
- Lighting at all commercial or mixed-use developments should be angled downward and shielded to avoid illuminating the night sky. — [maintains and clarifies the lighting standards for signs, including requiring lights to be shielded, prohibiting exposed neon, and limiting reverse lit channel letters to white.](#)
- Develop appearance standards for landscaping, signage, utilities, and pedestrian facilities to enhance the streetscape of downtown Lenoir, especially along Harper Avenue and Main Street. [Downtown sign standards are consolidated and clarified, but maintain consistency between buildings for a uniform look. Street pole banners and way-finding signage is specifically allowed.](#)

### Other references to signage:

- Identify gateway points or entrances into the City of Lenoir where higher standards for appearance, landscaping, signage, utilities and pedestrian facilities will be required. Suggested Gateways:
  - US highway 321 @ Southwest Boulevard
  - US highway 321 @ Creekway Drive (Valmead Elementary School)
  - US highway 64/NC Highway 18 @ Arrowood Drive (Hibriten High School)
  - US highway 18 @ Southwest Boulevard
- Identify important gateway corridors through the City of Lenoir where higher standards for appearance, landscaping, signage, utilities and pedestrian facilities will be required. Suggested corridors:
  - US highway 321
  - US Highway 321-A
  - Main Street
  - Mulberry Street
  - NC Highway 18
  - Southwest Loop
  - Creekway Drive
  - Harper Avenue

Signage is included within policies directed at creating gateway points and corridors. The proposed sign code does not treat corridors differently, but regulates according to zoning district. Significant public input would be required to create comprehensive overlays for various gateways and corridors for private improvements, and is beyond the scope of the proposed ordinance.

However, the new code organization specifically creates the opportunity for future special overlay districts, should they be deemed necessary through the public planning process. Additionally, specific allowances for public entities to install way-finding signage and street pole banners give clear authority for the City to pursue gateway signage and city-wide branding efforts, partially advancing the above policies.

**ARTICLE XI. SIGN REGULATIONS**

**1100 INTENT AND PURPOSE.**

The intent of this Article is to promote and protect the public health, welfare, and safety by regulating existing and proposed outdoor advertising and outdoor signs of all types. It is intended to provide content-neutral regulations and should not be applied or enforced based on content. Specifically, this ordinance is intended to:

- (a) Reduce sign or advertising distraction and obstructions that may contribute to traffic accidents,
- (b) Protect commercial property values by creating a more attractive economic and business climate,
- (c) Protect residential property values by creating an attractive aesthetic in residential areas,
- (d) Enhance and protect the physical appearance of the community, and
- (e) Provide fair, equitable, and predictable sign standards.

**1101 SCOPE.**

**1101.1 General.** The requirements of this Code apply to all signs, sign structures, awnings, and other types of sign devices located within the City and the City’s ETJ, except as specified in 1101.2, below.

**1101.2 Exempt Signs.** The following signs are exempt from the sign regulations contained in this ordinance: Signs of duly constituted government bodies, including traffic regulatory devices; legal notices; warnings at railroad crossings; name or address signs on mailboxes; street numbers; way-finding signs; vertical banners attached to utility poles in the public right-of-way; customary warning and no trespassing signs.

**1102 SEVERABILITY.**

If any word, sentence, section, chapter or any other provision or portion of this Code or rules adopted hereunder is invalidated by any court of competent jurisdiction, the remaining words, sentences, sections, chapters, provisions, or portions will not be affected and will continue in full force and effect.

**1103 SUBSTITUTION.**

The regulations in this Article are intended to be content-neutral and apply equally to commercial and non-commercial speech. Non-commercial messages may be substituted for commercial messages on any sign face in accordance with the regulations of this chapter.

**1104 STATE PRE-EMPTION.**

Nothing in this ordinance shall contradict any state statute that addresses allowable signage.

45 **1105 SIGN DEFINITIONS.**

46 If questions arise related to the interpretation of any of the following definitions, or the  
 47 classification of a proposed sign in accordance with the following definitions, the City of Lenoir  
 48 Illustrated Sign Type Design Manual, as may be amended from time to time, is hereby  
 49 incorporated by reference and shall be used to clarify the intent of the definitions.

50

51 *Abandoned Sign* – A sign that no longer identifies or advertises an ongoing business,  
 52 product, location, service, idea, or activity conducted on the premises on which the sign is  
 53 located.

54

55 *A-Frame Sign* – A portable sign capable of standing without support or attachment. Also  
 56 known as a sidewalk sign or sandwich sign, these signs are frequently used in (but not limited to)  
 57 areas of high pedestrian activity and often have a chalk board, white board, or other non-digital  
 58 changeable sign face to display messages that change frequently.

59

60 *Arm Sign* – A sign that would otherwise be considered a projecting shingle sign except  
 61 that it is attached to or suspended from a T- or inverted L-shaped pole support system that is no  
 62 taller than 6 ft. and is permanently mounted to the ground rather than being attached to a  
 63 building.

64

65 *Arterial Street* – For the purposes of determining maximum sign copy area for ground-  
 66 mounted signs, an arterial street is considered to be any road with 4 or more travel lanes,  
 67 excluding turn lanes.

68

69 *Awning* – Any frame, either fixed or movable, covered with cloth, aluminum, or other  
 70 materials that is entirely supported by the exterior wall of a building and projects over windows  
 71 and doors. Awnings are not integrated into the structure of a building, unlike canopies, marquees,  
 72 or porticos.

73

74 *Awning Sign* – A sign that is painted, printed, sewed, or otherwise applied on an awning.

75

76 *Banner, Permanent* – A building-mounted banner that is incorporated into the permanent  
 77 signage allowed for the building, constructed from rigid, weatherproof material, and secured  
 78 tightly to the building on all edges. Permanent building-mounted banners may be installed  
 79 perpendicular to the building with a vertical orientation or may be mounted flush to the wall  
 80 surface.

81

82 *Banner, Temporary* – A temporary sign composed of lightweight, flexible, non-rigid  
 83 material that is mounted to a pole or a structure at one or more edges either vertically or  
 84 horizontally.

85

86 *Blade Sign* – a type of projecting sign mounted on a building facade perpendicular to the  
 87 normal flow of traffic. Blade signs typically have the support structure incorporated into the sign,  
 88 or have mounting brackets on the top and bottom of the sign.

89

90 *Billboard* – See: Commercial Outdoor Advertising Sign.

91  
92 *Building Frontage, Primary* – See: Frontage, Primary.

93  
94 *Building Frontage, Secondary* – See: Frontage, Secondary.

95  
96 *Building-Mounted Sign* – Any sign that is painted on or attached to any building,  
97 including wall signs, awning signs, canopy signs, marquee signs, projecting shingle signs,  
98 window signs, and building-mounted permanent banners.

99  
100 *Canopy* – Any structural, ornamental roof-like appendage, freestanding or attached to a  
101 building, supported by the exterior wall of a building and on columns or entirely on columns, and  
102 extending over an entrance doorway.

103  
104 *Canopy Sign* – A sign that is mounted on, attached to, or suspended from a canopy.

105  
106 *Channel Letters* – Three-dimensional metal or plastic letters and graphics that are  
107 individually mounted either flush with a building wall or sign structure or onto a rectangular  
108 raceway or channel that provides structural support and screens electrical components. Channel  
109 letters may be incorporated into a variety of building-mounted and ground-mounted sign types.

110  
111 *Channel Letters, Internally Illuminated* – Channel letters constructed with translucent  
112 faces and fitted with internal light sources such that each individual letter or graphic element is  
113 illuminated.

114  
115 *Channel Letters, Reverse Lit* – Channel letters constructed with lights mounted on the  
116 rear of the letter such that the light source is not visible but the light floods the wall or sign  
117 surface behind the channel letters creating a negative space at night. Reverse lit channel letters  
118 are sometimes called halo letters. It is possible for internally illuminated channel letters to also  
119 be reverse-lit.

120  
121 *Commercial Outdoor Advertising Sign* – A permanent off-premise sign erected,  
122 maintained or used in the outdoor environment for the purpose of providing copy area for  
123 commercial or noncommercial messages. Also known as Billboards.

124  
125 *Development Site* – A master planned site that consists of one or more parcels or  
126 buildings that function together as a single site, often sharing access, parking, and a consistent  
127 architectural style.

128  
129 *Electronic Message Board* – Any sign that uses changing lights or a digital display to  
130 form a sign message or messages wherein the sequence of messages and the rate of change is  
131 electronically programmed and can be modified by electronic processes. Electronic Message  
132 Boards may be light emitting diode (LED) or liquid crystal display (LCD) boards.

133  
134 *Face Change* – Alteration of wording and/or advertising information, including logos, on  
135 an existing sign structure, where no change to the size, height, and structural content or support  
136 of sign is made. Also referred to as “change of copy” or “change of face.”

137

138 *Frontage, Primary* – The establishment frontage containing a customer entrance that  
 139 faces and has access to an arterial street or adjacent driveway or parking lot that serves the use.  
 140 Only one frontage, which must contain a customer entrance, may be counted as primary  
 141 frontage.

142

143 *Frontage, Secondary* – For buildings that have frontage on more than one arterial street,  
 144 the secondary frontage is the establishment frontage, other than the primary frontage, which  
 145 faces and has access to an arterial street or adjacent driveway or parking lot that serves the use.  
 146 Depending on the number of streets bordering the parcel, a building may have more than one  
 147 secondary frontage.

148

149 *Ground-mounted Sign* – A ground-mounted sign is any sign that is not affixed to a  
 150 building and is securely and permanently mounted in the ground. Also known as a ground sign  
 151 or a freestanding sign.

152

153 *Inflatable Advertising Device* – Any inflated device used to advertise or draw attention to  
 154 a site – for example balloons, animal figures, or product replications.

155

156 *Marquee* – A permanent, roofed structure attached to and supported entirely by a  
 157 building, including any object or decoration attached to or part of said marquee, which projects  
 158 out over a public right-of-way. Marquees frequently have illumination under the structure, as  
 159 well as architectural embellishments that incorporate lighting.

160

161 *Marquee Sign* – A sign attached to the face of a marquee, frequently containing a  
 162 changeable copy component. Marquee signs may project above the roof of the marquee.

163

164 *Monument Sign* – A free-standing, ground-mounted sign that has no visible support  
 165 structures and is no taller than 8 ft. Note: some districts require monument signs to be shorter  
 166 than 8 ft.

167

168 *Non-Commercial Message* – Any message that does not advertise for a business, good,  
 169 product, or service and rather displays any type of ideological, religious, or political message or  
 170 viewpoint. Non-commercial messages are not defined as on-premise or off-premise signs, as they  
 171 are not related to a particular land use or business.

172

173 *Non-Conforming Sign* – A sign that was legally installed by permit in conformance with  
 174 all municipal sign regulations and ordinances in effect at the time of its installation, but which  
 175 may no longer comply with subsequently enacted laws and ordinances having jurisdiction  
 176 relative to the sign.

177

178 *Non-Residential Zoning District* – Any of the following districts: Office and Intuitional  
 179 (O&I), Neighborhood Business (B-1), General Business (B-2), Limited Business (B-4),  
 180 Neighborhood Mixed-Use (B-5), Exclusive Business (B-6), Planned Highway Business (B-7),  
 181 Light Industrial (I-1), and Heavy Industrial (I-2).

182

183 *Portable Sign* – A sign that is not securely or permanently attached to a building or  
 184 mounted to the ground.

185

186 *Post and Panel Sign* – A ground-mounted sign that is no more than 6 ft. tall consisting of  
 187 one or more panels fastened between two posts. Signs that would otherwise be considered post  
 188 and panel signs but are taller than 6 ft. are regulated as pylon signs.

189

190 *Projecting Shingle Sign* – A type of projecting sign that is suspended from a support  
 191 bracket mounted perpendicular to a building.

192

193 *Projecting Sign* – A building-mounted sign that projects from the side of the building  
 194 rather than being mounted with the sign face parallel to the façade of the building. See also  
 195 projecting shingle sign and blade sign.

196

197 *Push-Through Acrylic Sign Panel* – A type of internally-illuminated sign, where sign  
 198 elements made of translucent acrylic materials are pushed through a sign cabinet made of  
 199 aluminum or other opaque material. A light source located within the sign cabinet then  
 200 illuminates the acrylic components. The illuminated components may be individual letters and  
 201 graphics, or may be the entire sign face.

202

203 *Pylon Sign* – A free-standing, ground-mounted sign with visible support structure(s) or  
 204 with the support structure(s) enclosed with a pole cover. Often referred to as a “pole sign.”

205

206 *Roof Sign* – Any sign erected upon or against a roof or roof eaves, or on a functional  
 207 architectural appendage of the roof or roof eaves.

208

209 *Sign* – Any object, display or structure, or part thereof, which is used to advertise,  
 210 identify, direct, or attract attention to an object, person, institution, organization, business,  
 211 product, service, idea, event or location by any means, including words, letters, figures, design,  
 212 symbols, fixtures, colors, illumination, or projected images.

213

214 *Sign Face* – The surface upon, against or through which the sign copy is displayed or  
 215 illustrated, not including structural supports, architectural features of a building or sign structure,  
 216 nonstructural thematic or decorative trim, or any areas that are separated from the background  
 217 surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or  
 218 border.

219

1. In the case of panel or cabinet type signs, the sign face shall include the entire area of the  
 220 sign panel, cabinet or face substrate upon which the sign copy is displayed or illustrated,  
 221 but not open space between separate panels or cabinets.

222

2. In the case of signs painted on a building, or channel letter signs affixed to a building or  
 223 structure, the sign face includes the letters and graphic elements and the space between  
 224 them, but not the open space between separate groupings of sign copy on the same  
 225 building or structure.

226

3. In the case of sign copy enclosed within a painted or illuminated border, or displayed on  
 227 a background contrasting in color with the color of the building or structure, the sign face

228 shall comprise the area within the contrasting background, or within the painted or  
 229 illuminated border.

230  
 231 *Sign Height* – The vertical distance from the mean grade elevation taken at the fronting  
 232 street side of a structure to the highest point of a sign or supporting structure, excluding  
 233 ornamentation such as caps, spires, and finials, as long as such ornamentation does not extend  
 234 more than one foot beyond the top of the sign. Where berms or raised landscaped areas are used  
 235 to raise the base of the sign, height will be measured to the mean elevation of the fronting street.

236  
 237 *Temporary Sign* – A sign intended to display either commercial or noncommercial  
 238 messages of a transitory or temporary nature. Portable signs or any sign not permanently  
 239 embedded in the ground, or not permanently affixed to a building or sign structure that is  
 240 permanently embedded in the ground, are considered temporary signs.

241  
 242 *Uniform Sign Plan* – A comprehensive signage plan for a parcel or development site that  
 243 coordinates multiple sign types, locations, and tenants. Uniform sign plans address all of the  
 244 signage in a development, including the location, number, size, type, and material of signs. Once  
 245 a uniform sign plan is adopted, individual tenant signs within a particular development are  
 246 reviewed in accordance with their compliance with that development’s uniform sign plan.

247  
 248 *Vehicular Sign* – A sign attached to a parked vehicle in public view for the purpose of  
 249 displaying a message or any sign whose sign face was initially constructed and designed to be  
 250 placed and/or transported on wheels.

251  
 252 *Wall Sign* – Any sign that is painted or affixed to the wall of a building with the display  
 253 surface parallel to the face of the building.

254  
 255 *Wall Surface Area* – The wall surface area is equal to the total length of the building  
 256 façades that face a public street or parking area multiplied by the height of the building wall from  
 257 the lowest adjacent finished grade at the base of the building to the roofline. The wall surface  
 258 area includes window and door areas, but does not include surface area of features that extend  
 259 above the roofline, such as parapet walls, chimneys, steeples, or other architectural features.

260  
 261 *Wind-Blown Advertising Device* – Any cloth, plastic, paper, or similar material used for  
 262 advertising purposes attached to or appended on or from any structure, staff, pole, line, or  
 263 framing. Wind-blown advertising devices include but are not limited to pennants, streamers,  
 264 spinners, pinwheels, windsocks, feather banners, and balloons.

265  
 266 *Window Sign* – Any sign that is attached to or displayed in a window, including vinyl  
 267 applications on the window surface and any interior signs that are installed or hung in an interior  
 268 storefront so as to be visible through the window.

269

## 270 **1106 PERMITS REQUIRED; EXEMPTIONS.**

271 **1106.1 Permit Required.** Except as otherwise provided in this Article, it shall be unlawful  
 272 for any person to erect, place, construct, move or replace any sign or cause the same

273 to be done, without first having obtained a zoning permit for such sign from the  
 274 Planning Department and, as required by the NC State Building Code, building and  
 275 electrical permits from Caldwell County Building Inspections Department. This  
 276 requirement also applies to alterations to existing signs that change the size or shape  
 277 or add an electronic message board or internal illumination.  
 278

279 **1106.2 Application.** A zoning permit application must include the number, size, location,  
 280 height, type, illumination, and materials of the proposed signs and all other existing  
 281 signs on the property and a copy of the uniform sign plan for the development, where  
 282 applicable. A fee, in accordance with a fee schedule adopted by the City Council,  
 283 shall be charged for each sign permit issued.  
 284

285 **1106.3 Copy Changes.** Copy or color change on an existing sign does not require a sign  
 286 permit; nor does changing or replacing a sign face or panel when such replacement  
 287 does not require any structural or size modifications.  
 288

289 **1106.4 Exempt from Permit.** The following signs are allowed without a permit and do not  
 290 count against the total permitted sign area for a development site:  
 291

292 (a) Signs located on private property, such that no part of the sign is oriented towards or  
 293 viewable from a public or private right-of-way or an adjacent property.  
 294

295 (b) Signs that are located on private property and are visible from a public or private right of  
 296 way or adjacent properties, but are not illuminated, are no larger than 2 sq. ft., and are not  
 297 able to be read from the public or private right-of-way or any adjacent property.  
 298

299 (c) Examples of signs meeting this criteria may include signs that face rear parking areas,  
 300 signs affixed to gas pumps or merchandise displayed outdoors, signs affixed to shopping  
 301 cart return stalls, signage oriented towards drive-through lanes that are located to the side  
 302 or rear of buildings, and signs affixed to internal walls of a building that are not visible  
 303 through the windows.  
 304

305 (d) This section does not apply to any type of wind-blown or inflatable advertising devices.  
 306  
 307

## 308 **1107 GENERAL REQUIREMENTS FOR ALL DISTRICTS**

### 309 **1107.1 Calculating Sign Copy Area**

310  
 311 The entire sign face, as defined in this Article, shall be used to calculate the sign copy area,  
 312 except that only one side of a double-faced sign shall be included in calculating the sign copy  
 313 area, when the sign face is identical on each side and the sign faces are mounted parallel to each  
 314 other.  
 315

### 316 **1107.2 Design And Materials**

317  
 318

319 Signs shall be constructed of materials designed to withstand outdoor locations. Permanent sign  
 320 materials are limited to acrylic, vinyl, glass, plastic (excluding corrugated plastic), metal,  
 321 treated/painted wood, brick, stone, and similar durable synthetic or natural materials. All  
 322 requirements of the NC State Building Code shall be met.

323

### 324 **1107.3 Uniform Sign Plan Required**

325

326 A uniform sign plan shall be required for all developments subject to the design requirements of  
 327 Section 714 of the Zoning Ordinance, and may be required as a condition of approval for any  
 328 conditional use permit or conditional zoning request. Uniform sign plans must include an  
 329 illustrated site plan of all signage, including but not limited to on-site directional/way-finding  
 330 signs, identification/entrance signs, traffic regulation signage and all tenant signs for the project.

331

332 Uniform sign plans should note location, size, and type for signs – designs and sign faces may be  
 333 interchangeable once the sign plan is approved. The development plans shall denote maximum  
 334 total sign areas permitted in this Article for the project. All tenants shall comply with the  
 335 approved uniform sign plan.

336

337 Master developers are strongly encouraged to adopt a consistent branding/design scheme through  
 338 the uniform sign plan, using easily recognizable logos, shapes, and designs to add consistency  
 339 and ease of identification of the development by the public.

340

341 A uniform sign plan may only be amended by the property owner. Once a uniform sign plan is  
 342 amended, all existing signage on the property must be brought into compliance with the amended  
 343 sign plan within 18 months of approval of the sign plan by the Planning Department.

344

345

### 346 **1107.4 Locational Requirements**

347

348 (a) *On-Premise Only*. All signs must be located on the same site as the business, product, or  
 349 service they are advertising.

350

351 (b) *Setbacks*. Setbacks shall be measured from the edge of the adjacent right-of-way or  
 352 sidewalk easement to the outermost edge of the sign structure. Signs shall not be  
 353 permitted to project into the right-of-way, except for signs within the B-3 zoning district  
 354 in accordance with the Central Business District Sign Overlay standards.

355

356 (c) *Sight Triangles*. No sign shall be erected that would interfere with the sight triangles at  
 357 intersections or driveways. A sight triangle is the triangular area formed at street  
 358 intersections by a diagonal line connecting two points located on intersecting curb lines  
 359 (or edge of pavement), each point being 75 ft. from the intersection along a major  
 360 thoroughfare and 35 ft. along the minor thoroughfare from the intersection, and the two  
 361 intersecting curb lines (or edge of pavement). The only signs permitted within sight  
 362 triangles are signs that are less than 3 ft. tall, measured from the lowest grade of any  
 363 adjacent driveway or street.

364

365 (d) *Prohibited Locations.* Signs shall not be attached to utility poles, light poles, dumpsters,  
 366 rocks, trees, or other signs, except as expressly allowed in this ordinance for vertically  
 367 oriented banners attached to utility poles and light poles.  
 368

### 369 **1107.5 Maintenance**

370  
 371 All signs and all components thereof, including supports, braces, anchors, etc., shall be kept in a  
 372 good state of repair, in compliance with all building and electrical codes, and in conformance  
 373 with the requirements of this Ordinance. Any sign which is determined by the Planning  
 374 Department to be insecure, in danger of falling, or otherwise endangering the public safety shall  
 375 be immediately removed by its owner unless it is repaired and made to otherwise comply with  
 376 the requirements of this Ordinance.  
 377

### 378 **1107.6 Illumination and Electronic Signs**

379  
 380 Illuminated and electronic signs, where otherwise permitted by this Article, shall conform to the  
 381 following:  
 382

383 (a) *External Illumination.* External illumination must be confined to and directed solely at  
 384 the surface of the sign and shielded to prevent beams, glare, or rays of light from being  
 385 directed onto any portion of the right-of-way or any adjoining property.  
 386

387 (b) *Internal Illumination.* The only allowable types of internally illuminated signs are  
 388 channel letters with translucent faces, reverse lit channel letters, or push-through acrylic  
 389 sign panels. For reverse lit channel letters, lights must be white. All exposed raceways  
 390 must be painted to match the finish of the wall behind the sign. Black raceway is suitable  
 391 on brick walls.  
 392

393 (c) *Electronic Message Boards.* Electronic message boards are limited to light emitting diode  
 394 (LED) or liquid crystal display (LCD) boards and shall not contain any scrolling, moving,  
 395 or animated display. The minimum time between display changes shall be three seconds  
 396 for on-site commercial signs and eight seconds for billboard signs.  
 397

398 (d) *Neon Tubing.* Neon and cold-cathode tubing must be fully enclosed, except that existing  
 399 neon and cold-cathode tubing in signs may be repaired or replaced in accordance with the  
 400 other requirements of this Article.  
 401

402 **1107.7 Penalties for Violation.** Violations of this ordinance will be subject to the penalties  
 403 established in Chapter 1, Section 1-15 of the Lenoir Code of Ordinances.  
 404

### 405 **1108 SIGNS IN RESIDENTIAL DISTRICTS**

406 In residential zoning districts (R-R, R-20, R-15, R-12, R-9, and R-6), signs must conform to the  
 407 following:  
 408

409 (a) On individual lots in residential zoning districts, including detached, semi-detached, and  
 410 townhome lots, individual signs are limited to 3 sq. ft. with a maximum of 9 square ft. of

411 total sign area permitted per road frontage, per lot. This sign area allowance includes but  
 412 is not limited to: home occupation signs, lawn signs, real estate signs, contractor signs,  
 413 and non-commercial signs. Signs may be freestanding, mounted to a permanent building  
 414 structure or displayed in a window and may be permanent or temporary. These signs do  
 415 not require a zoning permit.

416  
 417 (b) Major subdivisions, planned unit developments, multi-family developments, and non-  
 418 residential conditional uses with an approved conditional use permit located within  
 419 residential zoning districts are permitted one monument sign not to exceed 32 sq. ft. in  
 420 area and 6 ft. in height for each separate street entrance (for major subdivisions) or street  
 421 frontage (for single development sites). Individual principal buildings are also allowed 8  
 422 sq. ft. of wall signage. All signs permitted by this subsection require approval of a  
 423 uniform sign plan and a zoning permit.

424  
 425 (c) Electronic Message Boards and Internal Illumination of signs are prohibited in residential  
 426 districts.

427

#### 428 **1109 BUILDING-MOUNTED SIGNS – NON-RESIDENTIAL DISTRICTS.**

429

430 FIGURE 1109 details the permitted illumination and maximum copy area for non-residential  
 431 zoning districts within the City and the City’s ETJ, except for signs in the B-3 district, which are  
 432 regulated by the Central Business District Sign Overlay (Sec. 1112.1). Any combination of the  
 433 allowed building-mounted sign types (wall and canopy signs, awning signs, projecting signs,  
 434 window signs, and building-mounted banners) may be used to reach the maximum allowable  
 435 copy area, subject to any specific limitations on specific sign types in this Section.

436

<b>FIGURE 1109: Permanent Building-Mounted Sign Regulations by District</b>		
<b>X= Permitted Blank= Prohibited</b>	<b>Maximum Sign Copy Area of Sign Faces per building<sup>1</sup></b>	<b>Illumination Allowed (see Sec. 1107.6)</b>
<b>O&amp;I</b> (Office/Institutional District)	100 sq. ft. or 5% of the wall surface areas facing a public street or parking lot, whichever is greater	<ul style="list-style-type: none"> <li>• Internal and External</li> </ul>
<b>B-1</b> (Neighborhood Business District)	32 sq. ft.	<ul style="list-style-type: none"> <li>• Internal and External light sources</li> </ul>
<b>B-2 &amp; B-7</b> (General/Highway Business Districts)	100 sq. ft. or 5% of the wall surface areas facing a public street or parking lot, whichever is greater	<ul style="list-style-type: none"> <li>• Internal and External</li> <li>• Electronic Message Boards<sup>2</sup></li> </ul>
<b>B-5</b> (Neighborhood Mixed-Use District)	16 sq. ft. per façade facing a public street or parking lot.	<ul style="list-style-type: none"> <li>• External spot lighting only; maximum 150 watts per side.</li> </ul>
<b>B-4 &amp; B-6</b> (Limited/Exclusive Business Districts)	32 sq. ft. per façade facing a public street or parking lot.	<ul style="list-style-type: none"> <li>• Internal and External</li> </ul>
<b>I-1 and I-2</b> (Industrial Districts)	100 sq. ft. or 5% of the wall surface areas facing a public street or parking lot, whichever is greater	<ul style="list-style-type: none"> <li>• Internal and External</li> <li>• Electronic Message Boards<sup>2</sup></li> </ul>
<p>1. Where multiple tenants occupy the same building, wall signage shall be allotted to each business through a Uniform Sign Plan, based on the overall signage available for the development. When no Uniform Sign Plan has been approved, signage will be allotted to each business based upon the percentage of the exterior wall surface area of the space occupied by the business.</p> <p>2. Electronic Message Boards must be oriented to face away from any adjacent residential property.</p>		

437

438 In addition to the standards in Figure 1109, the following specific standards shall apply to  
439 building-mounted signs, as follows:

440

441 (a) *Awning Signs* – Signs must be painted, stamped, perforated, stitched, or otherwise applied  
442 directly onto the awning, except for signs hung below awnings from the internal structural  
443 support system. Signs that project out from or above an awning are prohibited.

444

445 (b) *Projecting and Hanging Signs* – Signs that project out from a building (with copy area  
446 oriented at an angle rather than being parallel to the building façade) or that are hung from or  
447 project below awnings, canopies, marquees, or overhangs must maintain a minimum

448 clearance of 7 ft. from the lowest part of the sign (including sign support systems) to the  
 449 finished grade of any sidewalk or internal pedestrian walkway and a minimum clearance of  
 450 12 ft. to the finished grade of any vehicular area.

451

452 (c) *Wall and Canopy Signs that Project above Rooflines* – Signs attached to building walls,  
 453 parapet walls, or canopies must not project more than 2 ft. above the highest part of the  
 454 building, canopy, or parapet wall.

455

456 (d) *Window Signs* – The aggregate total area of window signs must not exceed 25% of the  
 457 window area in any single building facade.

458

459 (e) *Permanent Building-Mounted Banners* – Permanent Building-Mounted Banners that are  
 460 securely mounted to a wall in a perpendicular, vertical orientation to the wall surface or flush  
 461 against the wall surface are permitted as permanent signs in accordance with the other  
 462 requirements for permanent building-mounted signs in this Article, with the following  
 463 additional requirements:

464

1. Rigid, weatherproof panel construction is required.

465

2. Banner must be installed and secured tightly to the building. No loose, non-secure  
 466 attachments are allowed.

467

3. Permanent banners installed perpendicular to the wall surface must have sleeves to mount  
 468 to a top and bottom armature, consisting only of steel tubing, spaced apart to ensure rigid  
 469 installation. No loose, flapping or hanging banners are allowed. No such banner shall  
 470 project out from the building façade greater than 3 ft.

471

## 472 **1110 GROUND-MOUNTED SIGNS – NON-RESIDENTIAL DISTRICTS.**

473 FIGURE 1110 details the permitted ground-mounted sign types, illumination, and maximum  
 474 copy area for non-residential zoning districts within the City and the City’s ETJ, except for signs  
 475 in the B-3 district, which are regulated by the Central Business District Sign Overlay (Sec.  
 476 1112.1). A maximum of one ground-mounted sign is allowed per street frontage, per parcel or  
 477 development site. The maximum size of the sign shall be determined based on the characteristics  
 478 of each street frontage and each permitted sign must be located on and oriented towards the  
 479 applicable street frontage. Parcels or development sites with more than one driveway entrance,  
 480 when such entrances are separated by a distance of at least 400 linear ft., are permitted one  
 481 additional ground-mounted sign. The signs must be separated by at least 350 ft.

482

**FIGURE 1110: Ground-Mounted Sign Regulations by District**

<b>X= Permitted Blank= Prohibited</b>	<b>Maximum Sign Copy Area</b> (per street frontage, per sign)	<b>Illumination Allowed</b> (see Sec. 1107.6)	<b>Pylon Signs</b> (max height 15 ft.)	<b>Monument Signs</b> (max. height 8 ft.)	<b>Arm Signs</b> (max. height 6 ft.)	<b>Post and Panel Signs</b> (max. height 6 ft.)	<b>Incidental Signs</b> (max. height 3 ft.)
<b>O&amp;I</b> (Office/Institutional)	32 sq. ft.	Internal and External		X	X	X	X

District)							
<b>B-1</b> (Neighborhood Business)	32 sq. ft.	Internal and External.		X	X	X	X
<b>B-2 &amp; B-7</b> (General/Highway Business Districts)	Arterial frontage – 50 sq. ft. <sup>1</sup> All other road frontage – 32 sq. ft.	Internal and External Electronic Message Boards <sup>2</sup>	X	X			X
<b>B-5</b> (Neighborhood Mixed-Use District)	16 sq. ft.	Internal and External		X	X	X	X
<b>B-4 &amp; B-6</b> (Limited/Exclusive Business Districts)	Arterial frontage – 50 sq. ft. <sup>1</sup> All other road frontage – 32 sq. ft.	Internal and External Electronic Message Boards <sup>2</sup>		X	X	X	X
<b>I-1 and I-2</b> (Industrial Districts)	Arterial frontage – 50 sq. ft. <sup>1</sup> All other road frontage – 32 sq. ft.	Internal and External Electronic Message Boards <sup>2</sup>	X	X		X	X
<p>1. Parcels or development sites with arterial frontage with at least 50,000 sq. ft. gross floor area are allowed one sq. ft. of sign area for each linear foot of lot frontage, with a maximum of 200 sq. ft.</p> <p>2. Electronic Message Boards must be oriented to face away from any adjacent residential property.</p>							

483 In addition to the standards in Figure 1110, the following specific standards shall apply to  
484 ground-mounted signs, as follows:

485

486 (a) *Pylon Signs* – Pylon signs are subject to the following restrictions:

487

- 488 1. **Maximum Height.** The maximum height shall be 15 ft., except that free-standing signs on  
489 arterial frontages for parcels or development sites with at least 50,000 sq. ft. of gross  
490 floor area are allowed a maximum height of 25 ft.
- 491 2. **Setbacks.** All pylon signs shall be set back a minimum of ten feet from the right-of-way  
492 of any adjacent public street and five ft. from interior side or rear lot line.
- 493 3. **Design Requirements.** Pylon signs with visible support structures shall be designed with a  
494 single pole support with a maximum width of 12 inches. Single pole supports wider than  
495 12 inches or multiple pole supports shall be wrapped or enclosed with a cover that is  
496 integrated into the sign and finished to match the materials of the principal buildings.

497

498 (b) *Monument Signs* – Monument signs are subject to the following restrictions:

499

- 500 1. **Maximum Height.** The maximum height for monument signs in non-residential districts  
501 is 8 ft.
- 502 2. **Setbacks.** Minimum setback for monument signs in all districts is 0 ft. from the right-of-  
503 way of any adjacent public or private street and five ft. from interior or rear lot lines,  
504 except that signs must be setback from the centerline of any street a minimum of half of

505 the minimum required right-of-way width. All signs must be located outside of sight  
506 triangles.

507 3. Design Requirements. Monument signs shall have fully enclosed support structures and  
508 be finished to match the materials of the principal buildings.

509

510 (c) *Arm Signs/Post and Panel Signs* – Arm signs and post and panel signs are subject the  
511 following restrictions:

512

513 1. Maximum Height: 6 ft.

514 2. Maximum sign face area (per sign): 16 sq. ft.

515 3. Setbacks. Minimum setback for arm signs and post and panel signs is 0 ft. from the right-  
516 of-way of any adjacent public or private street and 5 ft. from interior or rear lot lines,  
517 except that signs must be setback from the centerline of any street a minimum of half of  
518 the minimum required right-of-way width. All signs must be located outside of sight  
519 triangles.

520

521 (d) *Additional/Incidental Ground-Mounted Signs*. Ten percent of the sign area permitted for  
522 ground-mounted signs may be allowed for additional signs to facilitate safe and efficient  
523 flow of vehicular and pedestrian traffic within a development site. This allotment of sign area  
524 is in addition to the maximum area permitted for ground-mounted signs. Signs allowed under  
525 this subsection must conform to the following standards:

526

527 1. Maximum Height – 3 ft.

528 2. Minimum Setback – 0 ft.

529 3. All signs must be located on private property and must conform to all standards for  
530 other permanent ground-mounted signs.

531

532

### 533 **1111 PORTABLE AND TEMPORARY SIGNS – NON-RESIDENTIAL DISTRICTS**

534 The sign regulations in this section are intended to allow for limited portable and temporary  
535 signs in order to reduce roadside sign clutter that contributes to a less desirable aesthetic and an  
536 overly distracting environment for motorists. The following regulations apply in all non-residential  
537 zoning districts within the City and the City's ETJ, except for signs in the B-3 district, which are  
538 regulated by the Central Business District Sign Overlay (Sec. 1112.1).

539

#### 540 **1111.1 General Requirements**

541 (a) All temporary and portable signs allowed under this section are prohibited from having  
542 any type of illumination (internal or external).

543

544 (b) Electronic message boards are not permitted as portable or temporary signs.

545

546 (c) Signs in violation of this Section, upon notification of the violation via a written letter or  
547 posting on the property by the Planning Department, must be removed within 48 hours of  
548 the receipt of such notice.

549

#### 550 **1111.2 Freestanding A-Frame Signs**

551

552 Freestanding A-frame signs (sometimes called sidewalk signs or sandwich signs) are permitted  
 553 in all non-residential districts, subject to the following rules:

554

- 555 (a) One A-frame sign per business.
- 556 (b) Maximum 8 sq. ft. per sign face.
- 557 (c) Signs shall not impede normal pedestrian or vehicular traffic or accessibility or be located  
 558 within a required sight triangle.
- 559 (d) Signs shall not be located within any public or private right-of-way, except in the Central  
 560 Business (B-3) zoning district.
- 561 (e) Signs must be removed daily.

562

### 563 **1111.3 Temporary Signs**

564 Properties that are for sale, for lease, under construction, or hiring new employees are permitted  
 565 to erect a maximum of one temporary ground-mounted or building-mounted sign per street  
 566 frontage, per parcel, as follows:

567

- 568 (a) Maximum sign area of 32 sq. ft. per sign
- 569 (b) Illumination is prohibited.
- 570 (c) Temporary signs must be removed within 5 days of their purpose being exhausted.
- 571 (d) Signs must be constructed of rigid, weather-proof materials. Banners, flags, cardboard,  
 572 untreated plywood, or corrugated plastic signs are not allowed under this section.
- 573 (e) Signs must be securely placed, but not be permanently anchored to the ground.
- 574 (f) Signs must be located on private property.

575

### 576 **1111.4 Temporary Banners**

577

578 Temporary banners are allowed with an approved zoning permit, subject to the following  
 579 restrictions:

580

- 581 (a) An application for a zoning permit must be filled out for every banner, subject to the  
 582 approved fee schedule.
- 583 (b) A single temporary banner may be displayed no more than twice per calendar year, for a  
 584 maximum duration of 30 days each time. For multi-tenant buildings, wall-mounted  
 585 banners in accordance with these restrictions may be permitted per business. Ground-  
 586 mounted banners are limited per parcel or development site. Where a parcel or  
 587 development site has frontage on more than one road, a single banner per road frontage  
 588 may be allowed under the same zoning permit.
- 589 (c) No banner shall exceed 32 sq. ft.
- 590 (d) Banners must be attached to the wall of a principal structure or securely anchored in a  
 591 landscaped area outside of the right-of-way. No loose, non-secure attachments are  
 592 allowed.
- 593 (e) No banner shall be attached to a roof structure.
- 594 (f) The owner or manager of a shopping center or other multi-tenant development may  
 595 choose to further restrict the placement of banners within an approved Uniform Sign  
 596 Plan, or specify other restrictions for individual businesses. When no specific restrictions

597 for banner placements exist in the Uniform Sign Plan for a multi-tenant development,  
 598 each business shall be permitted temporary banners as allowed in this section.

599

### 600 **1111.5 Windblown and Inflatable Advertising Devices**

601

602 Windblown and Inflatable advertising devices are allowed with an approved zoning permit  
 603 subject the following restrictions:

604

605 (a) Limited to two times per calendar year per parcel or development site.

606 (b) Windblown and inflatable advertising devices shall be allowed for a period not to exceed  
 607 30 days for each event, with a minimum duration of 30 days between installations. In no  
 608 instance shall outdoor advertising devices be permitted for greater than 30 consecutive  
 609 days.

610 (c) An application for a zoning permit shall be submitted and approved by the Planning  
 611 Department prior to the installation of any outdoor advertising devices.

612 (d) Inflatable devices, except for balloons attached to merchandise, are limited to one device  
 613 per parcel or development site per event, at a maximum height of 20 ft. or no taller than  
 614 the building, whichever is greater.

615 (e) There is no limit on the number of windblown devices per event.

616 (f) All outdoor advertising devices, merchandise on display, and temporary structures must  
 617 be located on private property, outside of site triangles, and be setback a minimum of 10  
 618 ft. from the right-of-way and from any adjoining property. No placement shall block safe  
 619 and efficient ingress/egress or on-site circulation for vehicles and pedestrians, nor shall  
 620 any entrance or exit to a building be blocked.

621 (g) No blinking lights, flashing, moving, or animated signs are allowed.

622

### 623 **1111.6 Flags/Balloons Attached To Merchandise.**

624 Balloons, flags, pennants or other graphics attached to items displayed outdoors and sold on the  
 625 premises are permitted within non-residential districts, subject to the provisions of this  
 626 ordinance, provided that they do not exceed 2 sq. ft. each or interfere with visibility in sight  
 627 triangles.

628

### 629 **1111.7 Non-commercial/Ideological Messages on Temporary Signs**

630 In addition to the other signs permitted under this ordinance, a maximum of 9 sq. ft. of temporary  
 631 signage shall be allowed per parcel, per road frontage in non-residential districts for non-  
 632 commercial messages. Signs allowed under this subsection may be any material, including  
 633 corrugated plastic, provided such signs are removed prior to becoming torn, tattered, or  
 634 otherwise deteriorated. No individual sign shall be larger than 3 sq. ft. This provision is enacted  
 635 in addition to the requirements for other types of signs in order to protect the availability of such  
 636 signs as a method for free expression. Such signs do not require a permit and must be located on  
 637 private property outside of required sight triangles.

638

## 639 **1112 SPECIAL SIGN OVERLAY DISTRICTS**

640

### 641 **1112.1 Central Business District Sign Overlay.**

642 Within the Central Business District (B-3 Zoning District), only the following sign types are  
643 permitted, in accordance with the specified locational and dimensional regulations:  
644

<b>Figure 1112.1: Permitted Sign Types and Regulations in the B-3 zoning district</b>					
<b>Sign Type</b>	<b>Permitted Locations</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Permitted Illumination</b> (see Sec. 1107.6)
Wall signs and Projecting Signs <sup>1</sup> (other than blade or shingle signs, which are described below)	Facades facing a public street	2 per wall	10 percent of wall area not to exceed 50 sq. ft. (total area of all signs)	Not above parapet wall	Internal and external.  Electronic Message Boards are only allowed outside of the National Register District.
	Facades facing an alley or parking lot	2 per wall	16 sq. ft. (total area of all signs)		
Signs hung under awnings, canopies, and marquees	Signs must be perpendicular to the building and the lower edge of the sign must be at least 7 ft. above the surface of the sidewalk.	1 per storefront (where a tenant occupies more than one storefront or has a second entrance, a second sign is allowed)	3 sq. ft. (per sign)	N/A	External
Awning Signs	Awning signs cannot project out from or above an awning	1 per awning	10 sq. ft.	N/A	External
Blade Signs or Projecting Shingle Signs	Street-level only; when sign projects over public sidewalk, a minimum distance of 7 ft. from the sidewalk to the lowest part of the sign must be maintained. Maximum projection from façade is 3 ft.	1 per storefront, per facade	6 sq. ft.	Top of sign may not exceed 15 ft. tall, measured from the adjacent grade of the sidewalk.	External
Canopy Signs	Attached to the face of the canopy.	1 per canopy	10 sq. ft.		Internal and external
Marquee Signs	Attached to the face of	1 per side of the	Total combined	N/A	Internal and external light

	the marquee, but may project above the roof of the marquee.	marquee	area of all marquee signs: 20 sq. ft.		sources
Window Signs	First Floor Windows	1 per window	20% of total window area	N/A	Internal and external light sources
	Upper floor windows	1 per window	50% of window	N/A	Internal and External light sources
Ground-Mounted Signs	Same permitted sign types, locations, and sizes as the B-6 Exclusive Business District.				
Freestanding A-frame Signs	Public sidewalks immediately in front of the business advertised, provided the placement does not impede pedestrian traffic or interfere with pedestrian/vehicle site triangles.	1 per street frontage	8 sq. ft. per sign face	4 ft.	None
Temporary Banners (building mounted only) <sup>2</sup>	Facades facing a public street, alley, or parking lot	1 per street frontage	32 sq. ft.	Not above the parapet wall	None
Temporary Advertising Devices	Prohibited in the B-3 district, except on public property as a part of an approved Special Event permit.				None
Other Temporary Signs	(a) Properties that are for sale, for lease, under construction, or hiring new employees are permitted two additional temporary window signs per building façade, for a maximum total additional temporary sign area of 32 sq. ft. (b) A maximum of 8 sq. ft. of temporary signage shall be allowed per parcel for non-commercial messages.				None
<ol style="list-style-type: none"> <li>1. Permanent building-mounted banners, when oriented vertically (either flush mounted or projecting), may be used in lieu of other wall and projecting signs, when the total number of signs and area does not exceed the allowances prescribed above.</li> <li>2. Temporary banners may be displayed no more than twice per calendar year, for a maximum duration of 30 days each time and must have an approved permit.</li> </ol>					

645 **1113 COMMERCIAL OUTDOOR ADVERTISING SIGNS (BILLBOARDS)**

646 *[Editor's Note, not for codification: These regulations remain unchanged from the existing*  
 647 *adopted regulations. They have been re-numbered.]*

648  
 649 Billboards shall be permitted only in the General Business (B-2), Light Industrial (I-1), and  
 650 Heavy Industrial (I-2) zoning districts and shall be regulated in accordance with the following  
 651 provisions in addition to other requirements of this ordinance.

652  
 653 **1113.1 Types of Signs Permitted**  
 654 All billboards shall have a single pole or mono-pole support constructed of steel, and steel  
 655 framing. A maximum of two sign faces may be permitted on such support provided that back of  
 656 the sign faces are separated by an angle not exceeding 45 degrees. Double-stacked signs, side-  
 657 by-side signs, and signs involving the motion of single or multiple messages are not permitted.

658  
 659 **1113.2 Separation**  
 660 Billboards shall be separated by a minimum of 600 ft. on the same side of a roadway, and 300 ft.  
 661 on the opposite side of a roadway. This distance shall be measured along the edge of the adjacent  
 662 roadway.

663  
 664 **1113.3 Setback Requirements**  
 665 Billboards shall maintain a minimum setback from interior property lines a distance not less than  
 666 the height of the sign. Billboards shall maintain a minimum setback from all rights-of-way such  
 667 that the outermost edge of the sign is not less than 10 ft. from the right of way, and any support is  
 668 not less than 25 ft. from the right-of-way.

669  
 670 **1113.4**  
 671 Separation from Advertised Use - Billboards must be a minimum of 1,000 ft. from the advertised  
 672 business.

673  
 674 **1113.5 Maximum Size**  
 675 The maximum size of a billboard shall be 300 square ft. along two-lane roadways, and 380  
 676 square ft. along roadways with more than two lanes, excluding turn lanes. The maximum size  
 677 includes any border, trim or decorative embellishments, but excludes the base, apron, supports,  
 678 and other structural elements. This measurement shall only include one side or face of the sign.

679  
 680 **1113.6 Dimensions**  
 681 The maximum height permitted for any billboard shall be 30 ft. measured from ground directly  
 682 beneath it. The maximum width or length of any billboard shall not exceed 37 ft.. These  
 683 dimensions shall include all structural elements of the sign.

684  
 685 **1113.7 Topographic Exceptions**  
 686 Where topographic conditions preclude the placement of a billboard in compliance with the  
 687 height limitations of this ordinance, such sign may exceed the height limitations to the extent that  
 688 the bottom of the sign is at least 10 ft. above the closest roadway surface.

689  
 690 **1113.8 Non-Conforming Billboards**

691 Non-conforming billboards which are damaged, dilapidated, or otherwise pose a threat to public  
 692 safety due to disrepair shall not be repaired or replaced unless located in the B-2, I-1 or I-2  
 693 zoning districts. Such billboards shall only be replaced with steel mono-pole supports and steel  
 694 framing.

695  
 696 **1113.9 Zero Growth Policy** - The total number of billboards within the Lenoir City limits and  
 697 the City's Extraterritorial Jurisdiction (64) shall not increase following the adoption of this  
 698 ordinance. Any nonconforming billboard that is removed for any reason shall only be replaced in  
 699 conformance with this ordinance. Furthermore, no billboards shall be permitted or replaced in  
 700 the Billboard Exclusion Zone, as designated on the Lenoir Zoning Map. In general this zone  
 701 includes the area along U. S. Highway 321 from U. S. Highway 64 to Seehorn Street, and the  
 702 area along Harper Avenue from U. S. Highway 321 to Ridge Street.

703

704 **1114 PROHIBITED SIGNS AND SIGN TYPES.**

705 The following signs and sign types are prohibited.

706

707 (a) Signs on any public right-of-way or easement, except as expressly permitted in this  
 708 Article. The City reserves the right to remove and destroy any sign placed within the  
 709 public right-of-way or easement without notice.

710

711 (b) Signs in any location that obstruct a motorist's vision of traffic control signals, other  
 712 vehicular traffic, or pedestrian traffic. Any sign determined by the Planning Department  
 713 to be obstructing the view of bicyclists or motorists using any street, approach to any  
 714 street intersection, or which interferes with the effectiveness of or obscures any traffic  
 715 sign, device, or signal is prohibited.

716

717 (c) Highly reflective signs or spotlights, which hamper the vision of motorists, bicyclists, or  
 718 pedestrians. Signs with intermittent lights resembling flashing lights customarily associ-  
 719 ated with danger, emergency vehicles or for navigation purposes, and/or located and so  
 720 illuminated as to provide a background of colored lights blending with traffic signal  
 721 lights to the extent of confusing a motorist are prohibited. This includes signs that use  
 722 strobe lights and/or mirrors.

723

724 (d) Signs not erected by a public authority that contain lights, words, language and/ or other  
 725 devices that may be erroneously construed as government signs, traffic regulatory, or  
 726 emergency warning signs.

727

728 (e) Any sign that interferes with free passage from or obstructs any fire escape, downspout,  
 729 window, door, stairway, ladder, or opening intended as a means of ingress or egress or  
 730 providing light or air.

731

732 (f) Flashing signs, rotating signs, signs with flashing or reflective disks, signs with flashing  
 733 lights or lights of changing degree of intensity or color or signs with electrically scrolled  
 734 messages.

735

736 (g) Vehicular signs and all portable signs, except as explicitly allowed in Sec. 1111.

737  
 738 (h) Any sign advertising a product or business no longer available on the property containing  
 739 the sign or advertising for a product or business located on an off-premise site, except as  
 740 explicitly allowed by this ordinance. Abandoned signs must be removed within 30 days  
 741 of cessation of the business or activity that the sign advertised.

742  
 743 (i) Any sign that emits smoke, visible vapors, particles, sound or odor is prohibited. Open  
 744 flames used to attract public attention to a place of business or to an advertising sign shall  
 745 not be permitted.

746  
 747 (j) Roof signs.  
 748

749 **1115 NON-CONFORMING SIGNS.**

750 **1115.1 Non-Conforming Signs.** Any sign deemed by the Planning Department to be legally  
 751 non-conforming will be allowed to remain if in good repair, but shall not be:

- 752 (a) changed to another non-conforming sign;  
 753 (b) structurally altered to prolong life of the sign;  
 754 (c) expanded;  
 755 (d) re-established after removal; or  
 756 (e) re-established after damage or destruction if estimated expenses of reconstruction  
 757 exceeds 60% percent of the tax value of the sign.  
 758

759 **1115.2 Removal of Non-Conforming Signs Upon Substantial Improvement.** Non-conforming  
 760 signs must be removed or modified to conform to this sign ordinance upon “substantial  
 761 improvement” (as defined in Article IV of the Zoning Ordinance) of any parcel or development  
 762 site.  
 763

764 **1115.3 Non-Durable Non-Conforming Signs.** Any non-conforming sign made of paper, cloth,  
 765 cardboard, corrugated plastic, or other temporary or non-durable material shall be removed  
 766 within three (3) months from the effective date of this ordinance.  
 767

768 **1115.4 Amortization of Non-conforming Freestanding Signs.** Freestanding or ground signs in  
 769 excess of 50 ft. in height shall conform to the height, area and setback provisions of this  
 770 ordinance by June 30, 2021.

# ILLUSTRATED SIGN TYPE DESIGN MANUAL

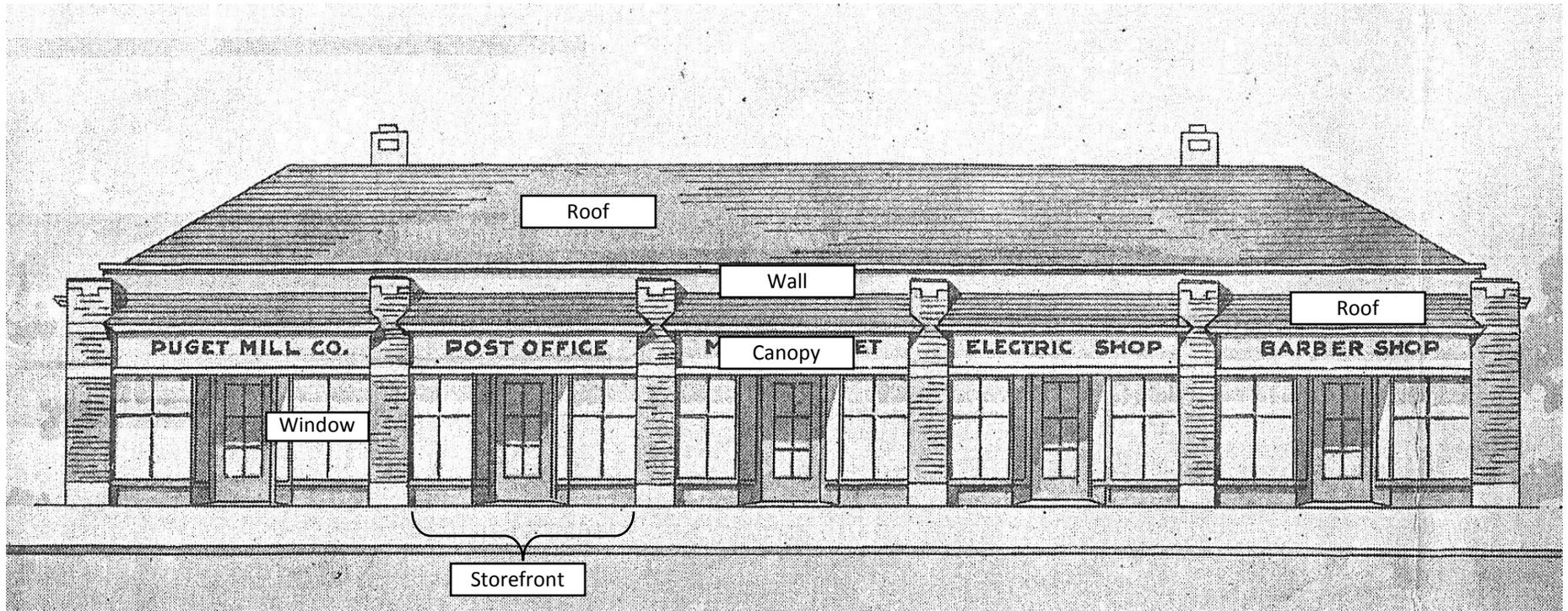
The City of Lenoir Sign Ordinance (Article XI of the Lenoir Zoning Code) regulates all signs within the City of Lenoir and the Lenoir ETJ. This design manual is maintained by the Planning Department to clarify and illustrate the definitions and concepts contained in the sign ordinance.

The images in this book do not necessarily depict sign types, sizes, or materials that are permitted within the City. The images are intended to illustrate definitions only.



Updated: May 23, 2016

# Building Parts Illustrated



# Comparison of Ground-Mounted Signs

Pylon Sign — More than 50,000 GFA  
(@ 25 ft. tall)

Page 3

Incidental Sign  
(@ 3 ft. tall)

SIGN COPY

Arm Sign  
(@ 6 ft. tall)

SIGN COPY

Post and Panel Sign  
(@ 6 ft. tall)

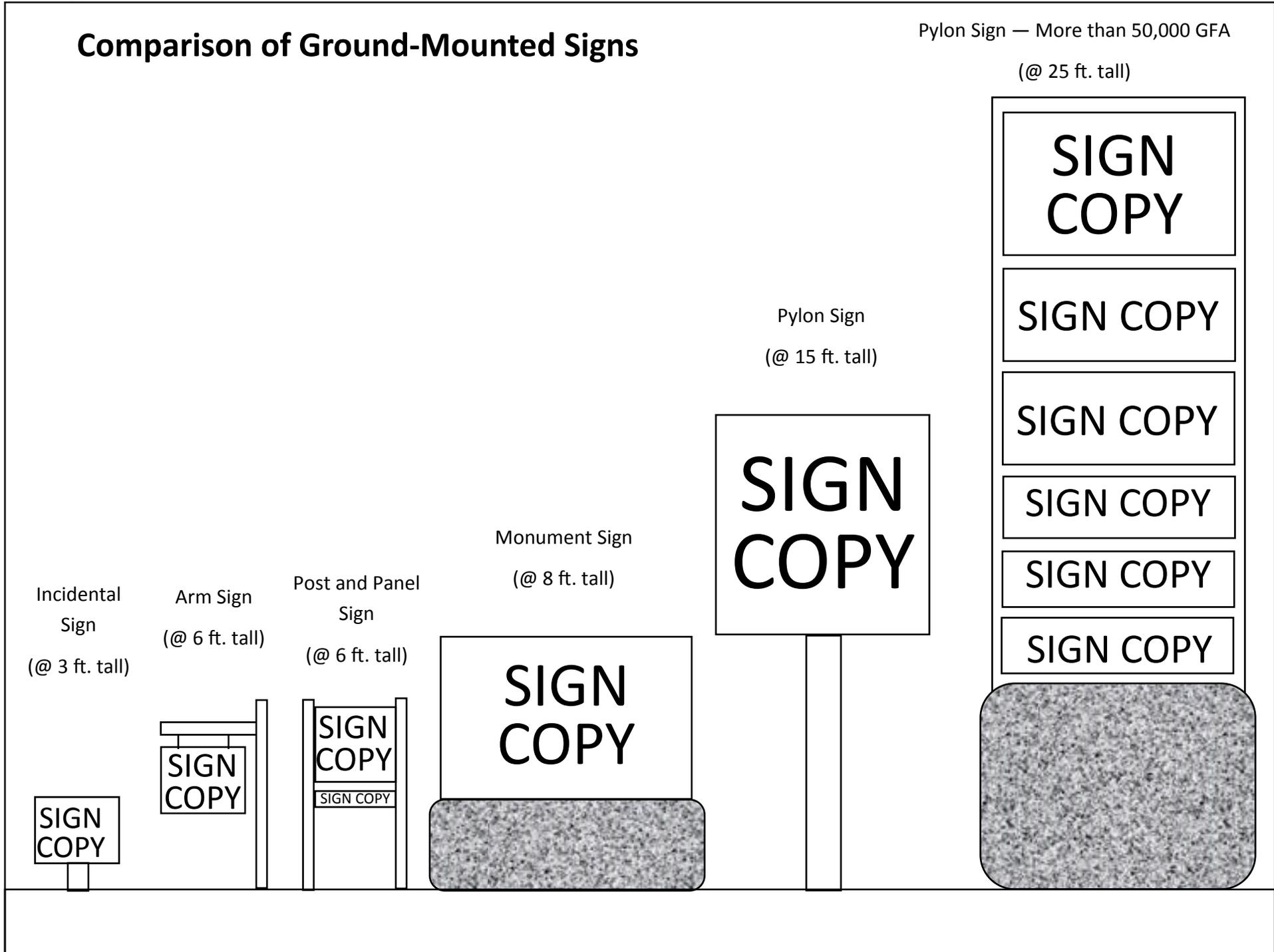
SIGN COPY  
SIGN COPY

Monument Sign  
(@ 8 ft. tall)

SIGN COPY

Pylon Sign  
(@ 15 ft. tall)

SIGN COPY



## A-Frame Sign

A portable sign capable of standing without support or attachment. Also known as a sidewalk sign or sandwich sign, these signs are frequently used in (but not limited to) areas of high pedestrian activity and often have a chalk board, white board, or other non-digital changeable sign face to display messages that change frequently.



# Arm Sign

A sign that would otherwise be considered a projecting shingle sign except that it is attached to or suspended from a T- or inverted L-shaped pole support system that is permanently mounted to the ground rather than being attached to a building.



## Awning Sign

Any sign that is painted, printed, sewed, or otherwise applied on an awning.

*[Awning – Any frame, either fixed or movable, covered with cloth, aluminum, or other materials that is entirely supported by the exterior wall of a building and projects over windows and doors. Awnings are not integrated into the structure of a building, unlike canopies, marquees, or porticos.]*

]



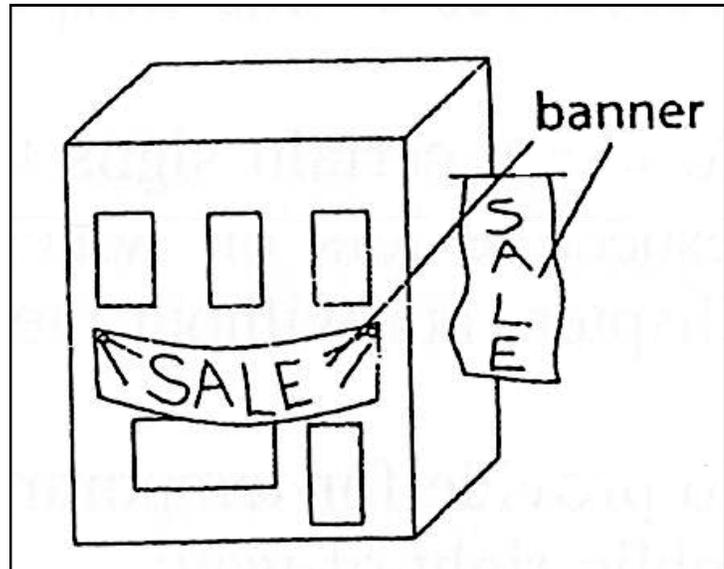
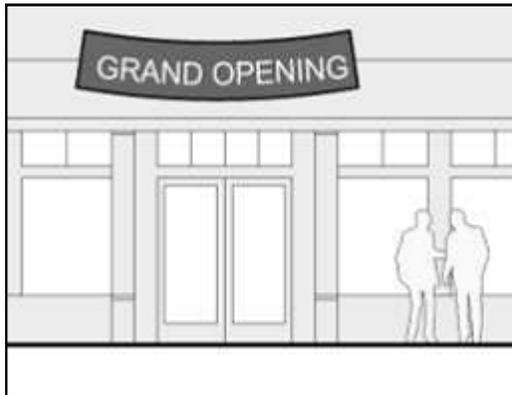
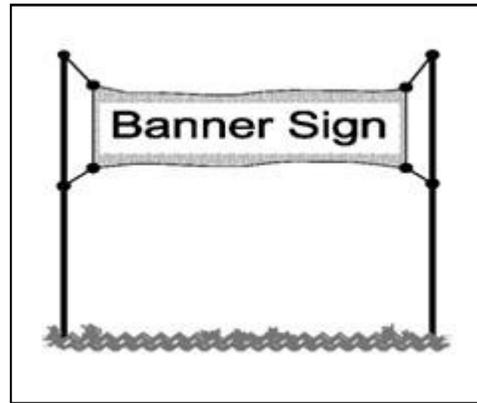
## Banner, Permanent

A building-mounted banner that is incorporated into the permanent signage allowed for the building, constructed from rigid, weatherproof material, and secured tightly to the building on all edges. Permanent building-mounted banners may be installed perpendicular to the building with a vertical orientation or may be mounted flush to the wall surface.



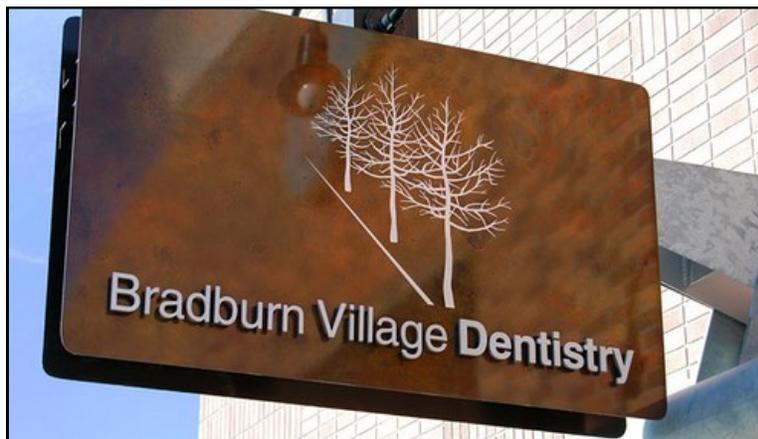
# Banner, Temporary

A temporary sign composed of lightweight, flexible, non-rigid material that is mounted to a pole or a structure at one or more edges either vertically or horizontally.



## Blade Sign

A type of projecting sign mounted on a building facade perpendicular to the normal flow of traffic. Blade signs typically have the support structure incorporated into the sign, or have mounting brackets on the top and bottom of the sign.



# Canopy Sign

A sign that is mounted on, attached to, or suspended from a canopy.



## Channel Letters

Three-dimensional metal or plastic letters and graphics that are individually mounted either flush with a building wall or sign structure or onto a rectangular raceway or channel that provides structural support and screens electrical components. Channel letters may be incorporated into a variety of building-mounted and ground-mounted sign types.



## Channel Letters, Internally Illuminated

Channel letters constructed with translucent faces and fitted with internal light sources such that each individual letter or graphic element is illuminated.



## Channel Letters, Reverse Lit

Channel letters constructed with an opaque face, with lights mounted on the rear of the letter such that the light source is not visible but the light floods the wall or sign surface behind the channel letters creating a negative space at night. Reverse lit channel letters are sometimes called halo letters. It is possible for internally illuminated channel letters to also be reverse-lit.



# Commercial Outdoor Advertising Sign

A permanent off-premise sign erected, maintained or used in the outdoor environment for the purpose of providing copy area for commercial or noncommercial messages. Also known as Billboards.



# Electronic Message Board

Any sign that uses changing lights or a digital display to form a sign message or messages wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Electronic Message Boards may be light emitting diode (LED) or liquid crystal display (LCD) boards.



# Inflatable Advertising Device

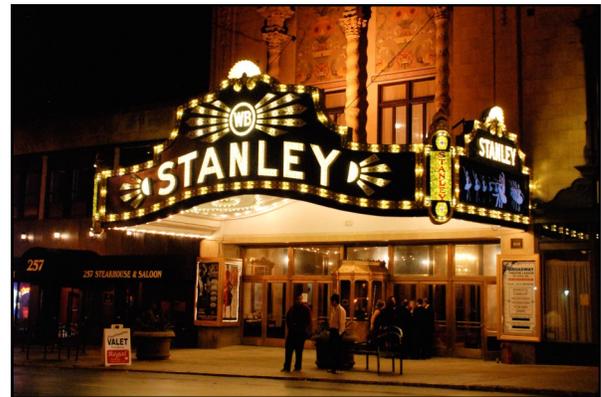
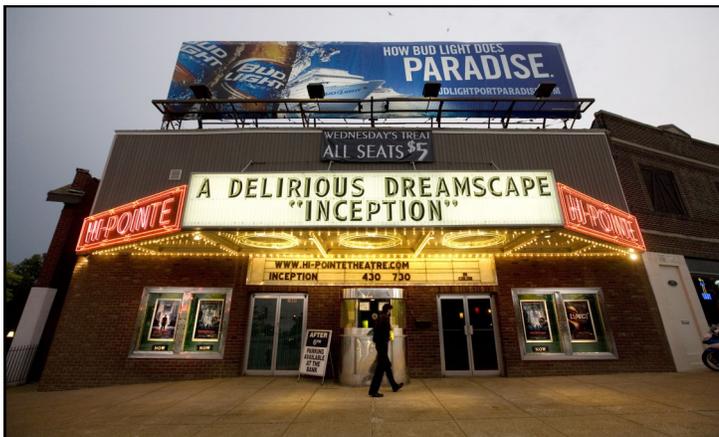
Any inflated device used to advertise or draw attention to a site – for example balloons, animal figures, or product replications.



## Marquee Sign

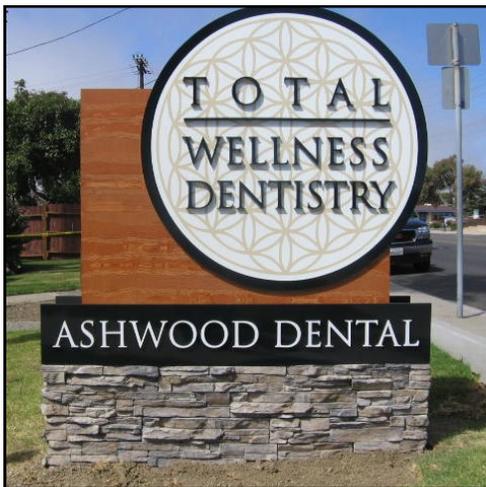
A sign attached to the face of a marquee, frequently containing a changeable copy component. Marquee signs may project above the roof of the marquee.

[*Marquee* – A permanent, roofed structure attached to and supported entirely by a building, including any object or decoration attached to or part of said marquee, which projects out over a public right-of-way. Marquees frequently have illumination under the structure, as well as architectural embellishments that incorporate lighting.]



# Monument Sign

A free-standing, ground-mounted sign that has no visible support structures and is no taller than 8 ft.  
Note: some districts require monument signs to be shorter than 8 ft.



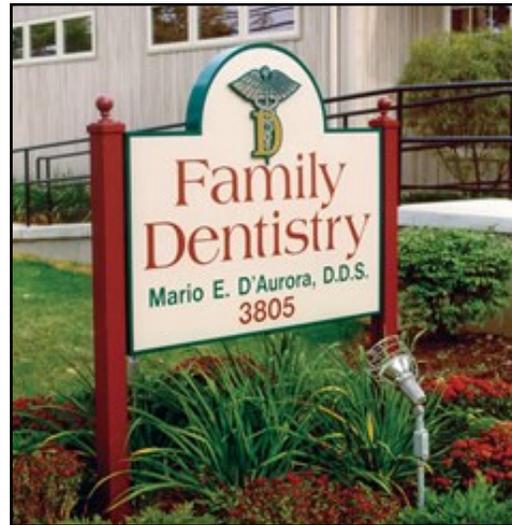
# Portable Sign

A sign that is not securely or permanently attached to a building or mounted to the ground. *Note: most portable signs are prohibited by the sign ordinance. See Sec. 1112 for exceptions.*



## Post and Panel Sign

A ground-mounted sign that is no more than 6 ft. tall consisting of one or more panels fastened between two posts. Signs that would otherwise be considered post and panel signs but are taller than 6 ft. are regulated as pylon signs.



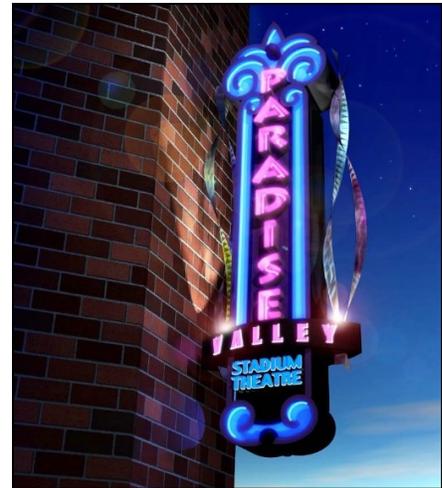
# Projecting Shingle Sign

A type of projecting sign that is suspended from a support bracket mounted perpendicular to a building.



# Projecting Sign

A building-mounted sign that projects from the side of the building rather than being mounted with the sign face parallel to the façade of the building. See also projecting shingle sign and blade sign.



## Push-Through Acrylic Sign Panel

A type of internally-illuminated sign, where sign elements made of translucent acrylic materials are pushed through a sign cabinet made of aluminum or other opaque material. A light source located within the sign cabinet then illuminates the acrylic components. The illuminated components may be individual letters and graphics, or may be the entire sign face.



# Pylon Sign

A free-standing, ground-mounted sign with a visible support structure(s) or with the support structure(s) enclosed with a pole cover. Often referred to as a “pole sign.”



# Roof Sign

Any sign erected upon or against a roof, roof eaves, or parapet, or on a functional architectural appendage of the roof or roof eaves.



## Sign Face

Sign Face – The surface upon, against or through which the sign copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural thematic or decorative trim, or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border.

1. In the case of panel or cabinet type signs, the sign face shall include the entire area of the sign panel, cabinet or face substrate upon which the sign copy is displayed or illustrated, but not open space between separate panels or cabinets.
2. In the case of signs painted on a building, or channel letter signs affixed to a building or structure, the sign face includes the letters and graphic elements and the space between them, but not the open space between separate groupings of sign copy on the same building or structure.
3. In the case of sign copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the sign face shall comprise the area within the contrasting background, or within the painted or illuminated border.



# Temporary Sign

A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.



# Vehicular Sign

A sign attached to a parked vehicle in public view for the purpose of displaying a message or any sign whose sign face was initially constructed and designed to be placed and/or transported on wheels.



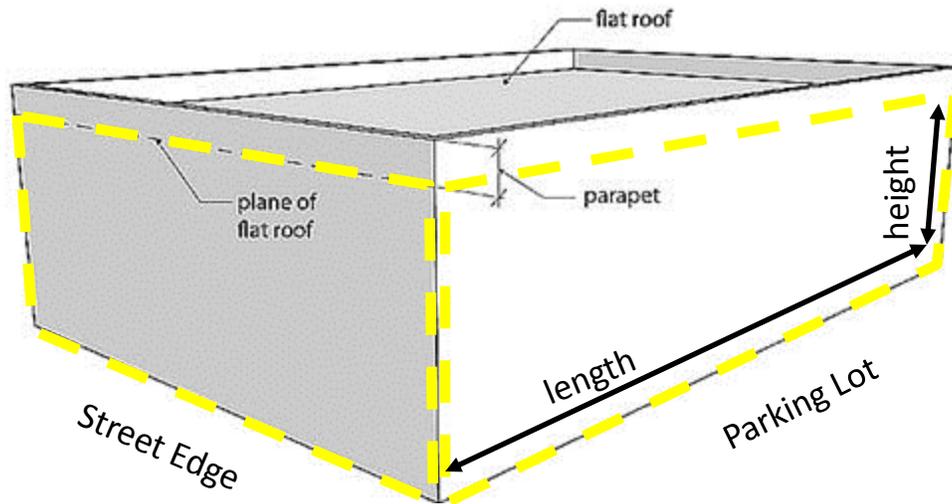
# Wall Sign

Any sign that is painted or affixed to the wall of a building with the display surface parallel to the face of the building.



## Wall Surface Area

The wall surface area is equal to the total length of the building façades that face a public street or parking area multiplied by the height of the building wall from the lowest adjacent finished grade at the base of the building to the roofline. The wall surface area includes window and door areas, but does not include surface area of features that extend above the roofline, such as parapet walls, chimneys, steeples, or other architectural features.



# Wind-Blown Advertising Device

Any cloth, plastic, paper, or similar material used for advertising purposes attached to or appended on or from any structure, staff, pole, line, or framing. Wind-blown advertising devices include but are not limited to pennants, streamers, spinners, pinwheels, windsocks, feather banners, and balloons.



# Window Sign

Any sign that is attached to or displayed in a window, including vinyl applications on the window surface and any interior signs that are installed or hung in an interior storefront so as to be visible through the window.





# Lenoir Police Department

1035 West Avenue NW  
Lenoir, North Carolina 28645  
(828) 757-2121 • Fax (828) 757-2103



## Council Action Form

I. Agenda Item:

This agenda item involves a speed limit reduction on West Harper Avenue between Beall Street and Virginia Street, and the addition of raised composite rumble strips near the Fairfield Chair crosswalk.

II. Background Information:

At the request of City Council, Lenoir Police Officers conducted a traffic safety study of the area of Harper Avenue near Fairfield Chair. This request came as a result of concerns from Fairfield Chair employees.

LPD's Traffic Enforcement Section recommended 3 options for enhancing safety (see attached study). After discussions during the Committee of the Whole Meeting on June 28, 2016 and conversations with Fairfield Chair administration, it was determined that the most effective and least expensive option would be to lower the speed limit in this immediate area, add raised composite rumble strips near the current Fairfield Chair crosswalk, and train employees regarding safe use of the crosswalk.

III. Staff Recommendation:

Staff recommends that Council approve extending the 25 MPH speed limit on West Harper Avenue from its current location near Beall Street west to Virginia Street and adding a series of raised composite rumble strips near the Fairfield Chair crosswalk, as determined by the Public Works Director.

IV. Reviewed by:

City Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Assistant City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Police Chief: *[Signature]*

Date: 7/1/16



# Lenoir Police Department

1035 West Avenue NW  
 Lenoir, North Carolina 28645  
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## TRAFFIC ENFORCEMENT UNIT

### TRAFFIC PROJECT

LOCATION	PURPOSE	ORIGIN	DATE COMPLETED
1331 Harper Avenue	Raised Crosswalk	Fairfield Chair Company	06/24/2016



*Illustration 1*

**TRAFFIC PROJECT COMPLETED BY:**  
 Master Patrol Officer Thai Lee

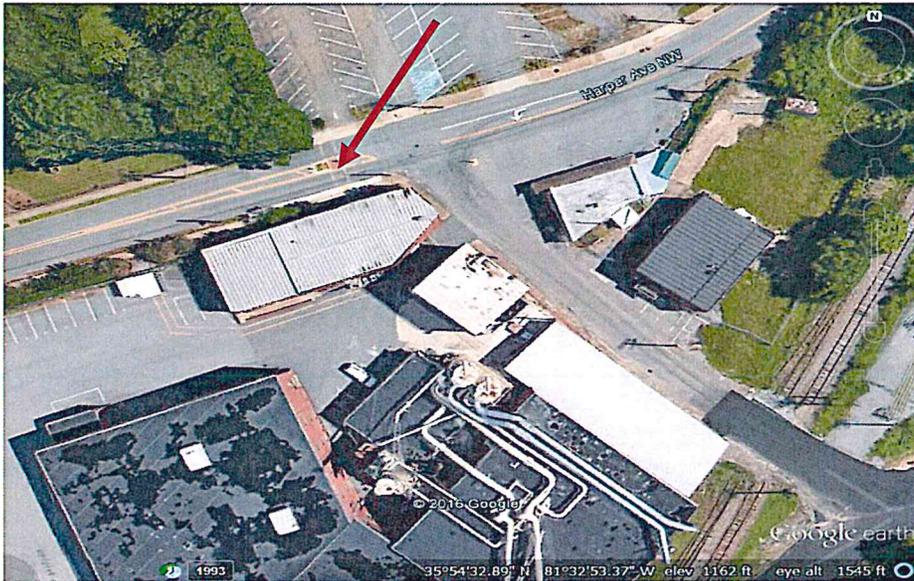
Lenoir Police Department  
 Traffic Enforcement Unit  
 828-757-2114

## INTRODUCTION

The Lenoir Police Department Traffic Enforcement Team conducted a study of traffic at the intersection of Harper Avenue and Light Street. The study was requested to determine whether or not the current crosswalk could be improved for Fairfield Chair's employees and pedestrians to maintain public safety. The findings of this study are presented in this report.

The data presented in this study was collected in June 2016. The information collected is considered to be "current and accurate" to date.

## LOCATION / DESCRIPTION



*Illustration II*

The red arrow indicates the area in question. This crosswalk is mainly used by Fairfield Chair's employees, crossing the road to and from the company to the parking lot.



*Illustration III*

## EVALUATION

To determine the number of vehicles and their speeds, we deployed the StealthStat, which is an inconspicuous pole mounted traffic statistic device. Unlike the Smart Radar, which causes many drivers to slow down, the StealthStat is nearly un-noticeable and therefore renders more accurate speeds.

The StealthStat was deployed on Tuesday, June 21, 2016, with this date being the start of the speed evaluation process. This process was ended on Thursday, June 23, 2016. The data below describes, in detail, the results of this forty eight hour study.

1. ***What is the average speed of vehicles traveling Harper Avenue?*** POSTED SPEED LIMIT 25MPH

On average, vehicles travel 28.57mph while traveling on Harper Avenue.

2. ***What is the average speed of vehicles traveling Light Street?*** ASSUMED SPEED LIMIT 35MPH

Speeds were not measured on Light Street due to there were no posted speed limit signs. The city's municode system did not have Light Street listed in their system. Since there is no posted speed limit, it is assumed the speed limit is 35 MPH. Light Street is approximately 336 feet long stretching from College Avenue to Harper Avenue.

Speed Study Results - Harper Avenue (2016)	
MINIMUM SPEED	10 mph
MAXIMUM SPEED	57 mph (See Note Below)
AVERAGE SPEED	28.57 mph
85 <sup>th</sup> PERCENTILE	34 mph

**NOTE:** The high speed indicated above may be associated with emergency vehicles running emergency traffic through the area. It is known that several emergency service departments are housed in the uptown area to include; EMS, Lenoir Fire Department, Caldwell County Sheriff's Office and the Lenoir Police Department. Harper Avenue is a main thoroughfare used by motorists visiting, working and responding to and from our uptown area.

The call history relating to vehicle crashes for the intersection was obtained. As far back as two (2) years prior to this date, only three (3) vehicle crashes have occurred, none of which resulted in any type of injury with the most recent date of 03-02-2015.

**LINE OF SIGHT****Line of Sight**

When Fairfield Chair Company employees or pedestrians are standing in front of the crosswalk, across the street, facing the Fairfield Chair Company, this is the line of sight looking towards Beall Street. This is illustrated below: (Illus. IV)



*Illustration IV*

When Fairfield Chair Company employees or pedestrians are standing in front of the crosswalk, across the street, facing the Fairfield Chair Company, this is the line of sight looking towards Broadway Street. This is illustrated below: (Illus. V)



*Illustration V*

When Fairfield Chair Company employees or pedestrians are standing in front of the crosswalk, facing the Fairfield Chair Company parking lot, this is the line of sight looking towards Beall Street. This is illustrated below: (Illus. VI)



*Illustration VI*

When Fairfield Chair Company employees or pedestrians are standing in front of the crosswalk, facing the Fairfield Chair Company parking lot, this is the line of sight looking towards Broadway Street. This is illustrated below: (Illus. VII)



*Illustration VII*

As you can see from the pictures above, Fairfield Chair Company Employees or Pedestrians have a clear unobstructed view of incoming motor vehicular traffic approaching the crosswalk. (Illustration IV, V, VI and VII)

ADDITIONAL ROADWAY PHOTOGRAPHS



**PEDESTRIANS' RIGHT-OF-WAY AT CROSSWALKS LAW**

North Carolina General Statute regarding pedestrians and crosswalks.

**§ 20-173. Pedestrians' right-of-way at crosswalks.**

(a) Where traffic-control signals are not in place or in operation the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway **within any marked crosswalk or within any unmarked crosswalk** at or near an intersection, except as otherwise provided in Part 11 of this Article.

(b) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

(c) The driver of a vehicle emerging from or entering an alley, building entrance, private road, or driveway shall yield the right-of-way to any pedestrian, or person riding a bicycle, approaching on any sidewalk or walkway extending across such alley, building entrance, road, or driveway. (1937, c. 407, s. 134; 1973, c. 1330, s. 32.)

\*\*\* Employees and/or Pedestrians should utilize safe practices by looking in both directions of the road prior crossing the road at crosswalks. \*\*\*

\*\*\* Motor vehicles are only to yield if the Employees and/or Pedestrians were in the crosswalk prior to the vehicle approaching it. \*\*\*

\*\*\* Regardless of the solution adopted by Council, Lenoir Police Officers will offer training to employees of Fairfield Chair\*\*\*

## CONCLUSION / RECOMMENDATION

Based on the information obtained from this study and the traffic safety issue dealing with line of sight, the Lenoir Police Department Traffic Unit offers the following options for managing this traffic concern:

1. **Extending The Posted Speed Limit Of 25 MPH On Harper Avenue To Virginia Street** – If this method is chosen, it is my recommendation of the following:
  - The posted speed limit of 25 mph be moved back on Harper Avenue to Virginia Street, this will result in moving the posted speed limit sign of 25 mph west 390 feet. This will allow motorists more time to adjust their speed prior to approaching the current crosswalk. Currently the speed limit change from 35 mph to 25 mph is nearest a peak prior to a downhill grade approximately eight hundred feet east on Harper Avenue head towards the crosswalk. I would also recommend placing the reduce speed ahead sign from its current location to College Avenue on Harper Avenue.
  - Along with extending the speed limit on Harper Avenue, we recommend placing multiple reflective posts on the center line approaching the crosswalk from both directions so as to give the appearance of a narrower lane, so traffic will slow down.
2. **Installation of Rumble Strips** – If this method is chosen, it is my recommendation of the following:
  - Place “rumble strips” before arriving at the crosswalk in both directions so as to slow traffic down and to provide pedestrians an “audible alert” to oncoming traffic, as the tires will make noise as they pass over the rumble strips.
  - In addition to alerting pedestrians it will alert motorists to reduce their speed by providing a “physical vibration” when their vehicle travels over the strips.
  - Rumble strips are less obtrusive and more aesthetically pleasing to the eye than a speed bump, hump, or raised crosswalk.
  - Rumble strips offers the flexibility to be temporary or permanent applications.



3. **Raised Crosswalk** - If this method is chosen, it is my recommendation that a raised crosswalk would replace the current crosswalk as well as removing the center island. Consider the Pros & Cons listed below:

**Pros**

- Encourages motorists to yield to pedestrians within the raised crosswalk. It increases pedestrian visibility and forces motorists to slow down and reduce their speed before going over the crosswalk.
- Pedestrians will have a more define and designated area to cross the road.
- Enable pedestrians to cross the road at the same level as the sidewalk, eliminating the need for curb ramps.

**Cons**

- Emergency vehicles may experience issues with vertical deflection (being launched into the air due to high speed) associated with raised crossings and emergency services agencies should be consulted prior to installation.
- Has the potential to increase motor vehicle crashes in the area. With distracted driving and speeding motorists, the raised crosswalk would cause them to lose control when running over it.
- The location of the crosswalk encompasses a negative grade hence forwarding additional safety concerns with the named cons.
- Care must be taken to manage storm water drainage to prevent issues of hydroplaning.
- Installing a "raised crosswalk" will promote complacency and false sense of security in the Fairfield Chair Company employees and may result in them walking out in front of a vehicle and being struck.

\*\*\*During this evaluation, several pedestrians were observed crossing the road without first making sure it was safe to do so. Pedestrians walked into the crosswalk even after seeing vehicle approaching. Some pedestrians even walked outside the crosswalk as they crossed the road. Pedestrians were seen crossing the road while looking down and not being aware of approaching vehicles. \*\*\*

**LENOIR CITY COUNCIL  
TUESDAY, JUNE 21, 2016  
6:00 P.M.**

**PRESENT:** Mayor Gibbons presiding. Councilmembers present were Edmisten, Perkins, Rohr, and Willis. Also in attendance were City Manager Hildebran and City Clerk Cannon.

**ABSENT:** Councilmembers Perdue, Stevens and Thomas.

**I. CALL TO ORDER**

A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance led by Mayor Gibbons.

**II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

**III. CONSENT AGENDA ITEMS**

A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval:

1. Minutes: Approval of minutes from the City Council Meeting of Tuesday, June 7, 2016 as submitted.
2. Minutes: Approval of minutes from the Budget Work Session of Thursday, May 26, 2016 as submitted.
3. Minutes: Approval of closed session minutes of Tuesday, November 10, 2015, Tuesday, January 5, 2016, Tuesday, January 26, 2016, Tuesday, April 5, 2016, Tuesday, April 19, 2016, Tuesday, May 3, 2016 and Tuesday, May 17, 2016 as reviewed by the City Attorney, City Manager and City Council.
4. FY2016-2017 Paving Bids: Bids were received on Wednesday, May 18, 2016 and Thursday, June 9, 2016 for the City's Annual Paving Contract with only one bid being submitted at each opening. City Staff is requesting City Council reject the bid of June 9 due to it being higher than the City's current contract and further direct City Staff to re-advertise for bids.

Upon a motion by Councilmember Rohr, Council voted 4 to 0 to approve the above listed items on the Consent Agenda as submitted 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

#### FRIDAY AFTER

- FIVE:** 1. Friday after Five is scheduled for Friday, June 24 from 7:00 p.m. – 10:00 p.m. with the Silvio Martinat Swing Band performing on the square downtown.

#### FABULOUS FILM

- NIGHT:** 2. Fabulous Film Night is scheduled for Saturday, June 25 with the movie “Star Wars, The Force Awakens” being shown at 8:30 p.m. on the square.

#### COMMUNITY JAZZ

- FESTIVAL:** 3. A Community Jazz Festival will be held on Saturday June 25 from 6:00 p.m. – 11:00 p.m. at the Martin Luther King, Jr. Center. This event is a fundraiser for City employee Archie Bowers to assist the family with ongoing medical bills.

#### COMMITTEE OF THE

- WHOLE:** 4. The Committee of the Whole will meet on Tuesday, June 28 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.

#### FOOTHILLS REGIONAL

- AUTHORITY:** 5. The Foothills Regional Airport Authority will meet on Wednesday, June 29 at noon.

- CRUISE-IN:** 6. A Cruise-In Event is scheduled for Saturday, July 2 in the downtown area.

#### HOLIDAY

- CLOSING:** 7. City offices will be closed on Monday, July 4 in observance of the Independence Day holiday.

#### CANCELLED; CITY

- COUNCIL:** 8. The July 5<sup>th</sup> City Council Meeting has been cancelled due to the Independence holiday.

#### SHAKIN’ BAKIN’ MUSICAL

- EVENT:** 8. A Shakin’ Bakin’ Under the Sky Musical Madness Event is scheduled on Friday, July 8 from 6:00 p.m. – 10:00 p.m. on the downtown square.

#### ANNUAL BLACKBERRY

- FESTIVAL:** 9. The annual Blackberry Festival will be held on Saturday, July 9 from 10:00 a.m. – 4:00 p.m. in downtown Lenoir.

#### CITY/COUNTY SERVICES

- COMMITTEE:** 10. The City/County Services Committee will meet on Monday, July 11 at 11:45 a.m.

### **CALDWELL COUNTY ECONOMIC**

**DEV. COM.:** 11. The Caldwell County Economic Development Commission will meet on Tuesday, July 12 at 8:00 a.m.

### **SISTER CITIES**

**COM.:** 12. The Sister Cities Committee will meet on Thursday, July 14 at 1:15 p.m.

### **FRIDAY AFTER**

**FIVE:** 13. Friday after Five is scheduled for Friday, July 15 with the band “The Logic” performing on the square from 7:00 p.m. – 10:00 p.m.

### **CITY/COUNTY COORDINATING**

**COM.:** 14. The City/County Coordinating Committee will meet on Monday, July 18 at 11:30 a.m.

#### B. Items for Council Action

### **TABLED; RESOLUTION; NC CLEAN WATER MANAGEMENT TRUST FUND (NCCWMTF) GRANT FOR CONSERVATION EASEMENT ON THE LENOIR WATERSHED:**

1. If Council wishes to approve the NCCWMTF Grant, City Staff recommends approval of the submitted Resolution Accepting the NC Clean Water Management Trust Fund Grant for a Conservation Easement on the Lenoir Watershed. **Note:** This item was tabled from the June 7 City Council Meeting in order to allow Council to receive additional information clarifying the requirements of the Conservation Easement. **Note:** City Staff recommends deferring this agenda item until the City Council Meeting of Tuesday, July 19, 2016 in order to receive additional information from the state regarding the feasibility of mountain biking.

### **TABLED; PROPOSAL; PROJECT ADMINISTRATION SERVICES FOR NCCWMTF:**

2. City Staff recommends approval of a Grant Project Administration Services Proposal in the amount of \$10,000 as submitted by Martin-McGill for the NC Clean Water Management Trust Fund Grant. **Note:** City Staff recommends deferring this agenda item until the City Council Meeting of Tuesday, July 19, 2016 in order to receive additional information regarding the proposed conservation easement.

Upon a motion by Councilmember Rohr, Council voted 4 to 0 to table Items VI. B-1 and B-2 until the next City Council meeting to be held on Tuesday, July 19, 2016 in order to receive additional information from the state regarding the feasibility of mountain biking.

### **AUTHORIZING RESOLUTION; NC DEPT. OF COMMERCE BUILDING & REUSE RESTORATION GRANT; PROJECT UMBRELLA:**

2. City Staff recommends approval of an Authorizing Resolution to apply to

the North Carolina Department of Commerce Building Reuse and Restoration Grants Program for a proposed expansion project known as "Project Umbrella." Caldwell County will provide the required 5% match.

A copy of the authorizing resolution is hereby incorporated into these minutes by reference. (Refer to page 168.)

City Manager Hildebran stated "Project Umbrella" is a great local company that intends to expand its manufacturing activities in the City of Lenoir. The proposed expansion is expected to create 40 additional high paying jobs, with investments in the up fit estimated to exceed two million dollars.

Councilmember Rohr expressed his opposition to all state and federal grants and stated they shouldn't be funded at taxpayers' expense.

Upon a motion by Mayor Pro-Tem Willis, Council voted 3 to 1 approve the Authorizing Resolution to apply to the North Carolina Department of Commerce Building Reuse and Restoration Grants Program for a proposed expansion project known as "Project Umbrella" as recommended by City Staff. Councilmember Rohr voted against this motion.

## **VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**

## **VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR**

### **COMMENDED; CITY**

**STAFF:** A. On behalf of City Council, Mayor Gibbons commended all City Departments and Staff for all of their hard work and assistance during the Swingin' Wingin' Moon in June Musical Madness event held on the square on Friday, June 17. The event was a great success and well attended.

## **IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

## **X. ADJOURNMENT**

A. There being no further business, the meeting was adjourned at 6:15 p.m.

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Joseph L. Gibbons

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Shirley M. Cannon, City Clerk



CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

**City of Lenoir Resolution  
Authority to Apply to the  
North Carolina Department of Commerce  
Building Reuse and Restoration Grants Program  
"Project Umbrella" 2016 Economic Development Expansion Project**

CITY COUNCIL  
K. P. EDMISTEN  
T. H. PERDUE  
J. I. PERKINS  
T. J. ROHR  
D. F. STEVENS  
C. D. THOMAS  
B. K. WILLIS

**WHEREAS,** The City of Lenoir desires to assist through grant funding the expansion of an existing company within Lenoir, NC, and

**WHEREAS,** The City of Lenoir intends to request from the North Carolina Department of Commerce grant assistance for this expansion:

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

That Caldwell County will provide the required local government match of 5% for the Building Reuse grant requested.

That Scott E. Hildebran, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with the North Carolina Department of Commerce for a grant to assist in the development of the project described above.

That Scott E. Hildebran, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the North Carolina Commerce Department 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 the City of Lenoir has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 21<sup>st</sup> day of June 2016 at Lenoir, North Carolina.

SEAL

ATTEST:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk



**COMMITTEE OF THE WHOLE  
CITY HALL, THIRD FLOOR  
TUESDAY, JUNE 28, 2016  
8:30 A.M.**

PRESENT: Mayor Pro-Tem Willis presiding. Committee members Edmisten, Gibbons, Perdue, Perkins, and Stevens.

City Manager Hildebran, City Clerk Cannon, Police Chief Brown, Fire Chief Briscoe, Deputy Fire Chief Hair, Economic Development Director Horn, Recreation Director Winkler, Planning Director Wheelock, Public Utilities Director Thomas, Public Works Director Beck, Sean Eggleston, Stormwater Technician, and Hannah Williams, Summer Intern.

OTHERS: John Braiser, *News-Topic*, Norman Smith, David Davenport, Reverend Parsons, American Legion Post 231, Andy Lovingood, and Joel Whitford, McGill Associates & Noah Greene, Intern, McGill Associates.

ABSENT: Councilmembers Rohr and Thomas and Communications/Resource Director Reynolds.

I. CALL TO ORDER

A. Mayor Pro-Tem Willis welcomed everyone and called the meeting to order.

B. Update: West End Community Center: Commander Norman Smith, briefly updated Council regarding the activities American Legion Post 231 conducts at the West End Community Center. Mr. Smith noted their goal is to provide community service and pointed out they are currently offering free lunches and have plans to implement the Toys for Tots program. The Center also conducts other programs for veterans and the public. In addition, he mentioned Post 231 recently conducted the first Caldwell County Stand Down Event and verified they have received several requests from individuals seeking to rent the facility.

Chaplain Parsons stated they have also contracted with an individual to paint the insignia of each of the United States Armed Forces (Army, Marine Corps, Navy, Air Force and Coast Guard) on the entrance wall of the facility and remarked a list of deceased members will be placed beneath each organization. Mr. Parsons stated they are coordinating an unveiling ceremony with the offices of US Senator Richard Burr and Congressman Mark Meadows and will present that information in the near future.

Mayor Pro-Tem Willis commented that Caldwell Community College and Technical Institute is part of NC Works that provides services and assistance to veterans and asked them to make others aware that this program is available. Mayor Gibbons also suggested they further promote their organization by making their contact

information available to the general public. Police Chief Brown commended Post 231 for being good partners with the Police Department and City of Lenoir and noted their hard work and activities have made a difference in the community.

On behalf of City Council, Mayor Gibbons thanked them for coming and stated the City appreciates all their organization does for the community and its citizens.

## II. CITIZEN COMMENT PERIOD

## III. COMMITTEE ITEMS

### A. Public Utilities/Public Works

1. Update Bio-Solids Study: Andy Lovingood, McGill Associates, presented the results of the Bio-Solids Study compiled by McGill Associates for the City of Lenoir. Mr. Lovingood stated the City received a State Technical Assistance Grant from the NC Department of Environment and Natural Resources in the amount of \$50,000 for the Lenoir Biosolids Study which was completed in March 2016. He stated the end result is for Staff to choose technology to upgrade its current sludge handling process.

Mr. Lovingood reported the Lenoir Biosolids Project is listed as Project #26 on the City's Capital Improvements Program (CIP) and slated to begin in 2019. Mr. Lovingood noted the City's current facility has aged out and suggested City Council consider thinking about when they would like to start the application process regarding funding, permitting, etc. The estimated cost of the biosolids improvements project is \$6,400,000. Mr. Lovingood stated the goal when handling sludge is to create a "green process" for the end product.

Mr. Lovingood reviewed a power point presentation as follows:

- Sludge dewatered w/belt press
- Sludge mixed & heated w/lime (Lime issues include air quality, equipment & workplace safety)
- Class "A" biosolids stored on site/given to local farmers
- Bulking and Handling Process (sludge & lime = lime stabilized sludge)
- Closed processing system (sludge + thermal dryer = dried biosolids)
- Lime stabilized sludge (bulked volume to store; application rate for lime is 1-2 tons per acre)
- Dried biosolids (greatly reduces volume; application rate for nitrogen is 6-8 tons per acre)

Mr. Lovingood explained that thermal drying is an infrastructure process and they are seeking to replace the current twenty-year old technology. He mentioned that solar drying is an opportunity which may cost more upfront but will save the City money over time. He related the dewatering is a chemical process. He recapped that the biosolids (Class A) consists of thermal drying, solar drying and lime stabilization and remarked they are ready to let the plant operators have hands-on training.

Mr. Lovingood reviewed the Project Tasks and timeline as follows:

- CIP Planning – done annually
- Biosolids Study – completed Spring 2016
- Funding Application – September 30, 2016
- Site/Visits/Preliminary Engineering – Fall/Winter 2016
- SRF Report/Environmental – Spring 2017
- Design/Permitting – 2017
- Bidding and Award – Winter 2017/18
- Construction – 2018-2019

### **Motion**

Following a brief discussion, and upon a motion by Councilmember Edmisten, Council voted 5 to 0 to proceed with the proposed Lenoir Biosolids Project and timeline as presented by McGill Associates.

### 2. Update; Public Utilities: Public Utilities Director Thomas reported on the following items:

- Final inspections have been completed at the Gunpowder Waste Water Treatment Plant & for the Meadowood Sewer Line Replacement Project.
- Reported that bids will be received in the near future for the upcoming George L. Bernhardt, Sr., Water Treatment Plant Improvements Project.
- Reported our area is currently considered as being borderline Stage 0 drought.
- Reported Secretary Don van der Vaart recently toured the Gunpowder Waste Water Treatment Plant to see the results of the upgrades completed with state grant funding.

### 3. Update; Public Works: Public Works Director Beck reported on the following items:

- a) Powell Road Project – construction of the project has begun and the contractor may be able to complete it ahead of schedule.
- b) Sidewalk Replacement/Curb & Gutter Projects have been completed on Mulberry Street near Walgreens, in front of Anything Office on Main and in front of Loes Brewery on Harper Avenue.
- c) Paving – the two entrances at Blue Ridge Memorial Park have recently been paved.

## IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority did not meet in June or July. A meeting is scheduled for Wednesday, August 10 at 2:00 p.m. at the City/County Chambers in which Dr. Carol Kline, Appalachian State University, will present the results of the year-long travel study she compiled at the request of the Lenoir Tourism Development Authority. A report was not given at this time due to the absence of

Communications/Resource Director Reynolds.

- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, June 12. Minutes of the meeting from May 12 meeting were presented as information.

**Note:** As information, Planning Director Wheelock reviewed a list of questions as submitted by Councilmember Rohr along with Staff's responses regarding the proposed sidewalk dining, sign code update and stormwater fee proposal agenda items.

1. Sidewalk Dining: Director Horn presented information regarding "pop out" dining in downtown Lenoir. (A copy of the proposal is attached to these minutes as information.)

Director Horn explained that Staff developed a proposal for a program that allows interested business owners to enter into a lease agreement with the City of Lenoir to lease the dining pod structures from the City, at a rate that would allow the City to recoup its initial investment in materials.

Director Horn further stated Staff believes this proposal represents an innovative and equitable solution to create more outdoor dining opportunities and support local downtown businesses, without unfairly benefiting one business over another. The costs of the initial investment in the structures are covered under the existing programmed Downtown Development budget, and the program is structured to recoup costs within three (3) years.

Director Horn pointed out the cost of one (1) pod is \$1,600 at a rental fee of \$45 per month and two (2) pods are \$3,200 at a rental fee of \$90 per month, which will be divided out over a three-year period. She noted a business owners' rental of the pod drops to \$25 per month following the three-year period.

Planning Director Wheelock verified this will be a City-wide program and related to the mobility of the pods. She stated the proposal does not create any parking issues and commented that Building Maintenance Staff will build the pods. It is estimated to take two to three days for Staff to construct a pod.

Councilmember Perdue moved to amend the language of the lease encroachment agreement guidelines (third bullet point) as follows: **Current language:** ~~Business owner must carry a minimum of \$1,000,000 insuring against personal injury, wrongful death, and property damage, including the City as a party insured and insuring the City against any liability resulting from the use of the pop-out dining pod.~~

**Proposed Amendment**

**Business owner must have in effect General Liability and Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence. The**

**Policies shall insure against bodily injury and property damage and name the City of Lenoir as additional insured for claims arising out of the use of the dining pod. A Certificate of Insurance providing proof of coverage shall be issued upon request by the City of Lenoir. This Certificate shall provide a 30 day notice of cancellation to the City of Lenoir.**

**Motion**

Upon a motion by Councilmember Edmisten, Council voted 5 to 0 to approve the Lease Encroachment Agreement Guidelines for Pop-Out Dining Pods **as amended** and as recommended by City Staff.

- C. Sister Cities Committee: The Sister Cities Committee met on Thursday, June 12. Minutes of the May 12 meeting were distributed as information. Director Horn reported the Committee is continuing discussion regarding the revision of their Vision Statement and Mission Statement.

Mayor Gibbons suggested the City may also want to consider rejoining the Sister Cities Program as conducted by the Western Piedmont Council of Governments.

- D. Planning Board: The Planning Board cancelled its meeting of Monday, June 27 due to there not being any agenda items submitted. Director Wheelock reported on current activities.
1. Workshop; Sign Code Update: Director Wheelock conducted a workshop on the Planning Board's repeal and replacement ordinance to update the City's Sign Code, Article XI, Section 1100-1119.5. (A copy of the Sign Code 2016 Highlights, Proposed Sign Code Outline and Comprehensive Plan Concepts & Policies are attached to these minutes as information.) A copy of the complete revised Sign Code and Design Code Book are on file in the Planning Department.

Director Wheelock reviewed the background information as listed on the Council Action Form as follows: Lenoir's current sign code has been amended several times since it was first adopted with the zoning ordinance in 1979; however, these amendments have often been "piecemeal" and have resulted in a sign code that is confusing, overly complicated, and at times conflicts with itself. It is difficult for businesses to understand what the parameters for signage are, and difficult for staff to enforce consistent expectations. Additionally, recent Supreme Court decisions have offered clarity on how local governments can and cannot regulate signage, and Lenoir's sign code may currently violate some of the latest parameters on protecting non-commercial speech.

The following documents are provided: (1) one-page summary of "highlights" of the proposed code, (2) outline of proposed code, (3) comprehensive plan policies that relate to signage, and how the proposed code is consistent with the comprehensive plan, (4) the proposed code (a

complete repeal and replace of the existing ordinance), and (5) the illustrated design book.

The goal of the proposed code is to maintain the general sign types and sizes currently permitted under the existing code, but organize, clarify, remove conflicting language, and legalize the most common types of nonconforming signs. Therefore, an exact side-by-side comparison of changes is not possible to provide. However, the existing sign code is available online: [https://www2.municode.com/library/nc/lenoir/codes/code\\_of\\_ordinances?noDeId=PTIICOOR\\_APXAZO\\_ARTXISIRE](https://www2.municode.com/library/nc/lenoir/codes/code_of_ordinances?noDeId=PTIICOOR_APXAZO_ARTXISIRE).

Director Wheelock reiterated the revised code has been reorganized in order to make it flow better, easier to understand and includes language for legal protection. In addition, a non-codified Design Code Book has been added that includes photos of different types of signage. She stressed the sign code rules remain the same, only the organization is different. Director Wheelock also clarified that a-frame signs will be allowed and the code allows for additional non-commercial signs.

Director Wheelock reported the Planning Board has held three to four workshops on the sign code and further requested that Council call for a public hearing to be held on Tuesday, July 19 to consider the repeal and replacement of the Lenoir Sign Code, Article XI of Appendix A of the Lenoir Code of Ordinances.

### **Motion**

Following a brief discussion and upon a motion by Councilmember Stevens, Council voted 5 to 0 to schedule a public hearing to be held on Tuesday, July 19 to consider this request.

Next, Director Wheelock also introduced Stacy Whalen-Hall, Planner, who replaced Taylor Gupton who recently accepted a position with Destination by Design. Ms. Whalen-Hall previously served as the Police Department's Code Enforcement Officer.

2. **Update; Stormwater Utility Project:** Director Wheelock presented an update regarding the City's proposed Stormwater Utility Project.

A copy of the Stormwater Fee Proposal Options is attached to these minutes as information.

Director Wheelock stated the proposed Stormwater Budget Allocation of \$721,132 which equates to \$0.06 on the tax rate is comprised of the following:

State S.W. Permit Administration	- \$73,167
Street Flushing	- \$109,000
Street Sweeping	- \$111,165

Catch Basin Clearing	- \$65,000
Leaf Collection	- \$162,700
Debt Service for Infrastructure Repairs	- <u>\$200,000</u>
*Example-West Avenue Culvert \$800,000	\$721,132

Director Wheelock commented the City's aging infrastructure creates a huge liability for the City and reminded Council any increase to the tax rate excludes churches and non-profit organizations from paying a proposed stormwater fee. Director Wheelock explained this would be an established fee set by City Council and not a tax on properties. Three options were presented for consideration by Council; 1) a flat rate for all properties; 2) a rate based on acreage-lot size; and 3) a rate based on built-upon area.

#### **City Council Consensus**

Following a brief discussion, Council was in consensus to direct Staff to proceed with option 3 (a rate based on the built-upon area) in order to develop a stormwater fee for the City of Lenoir.

Director Wheelock noted that Staff will begin the task of compiling all of the data regarding measuring all built-upon areas in the City limits and will present a fee proposal to City Council in the near future for consideration of approval.

E. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board's next meeting will be held on Monday, August 15 at the Mulberry Recreation Center. Recreation Director presented a report of the following activities:

1. Alcohol Use on City Property: Director Winkler distributed a handout regarding allowing alcohol use at City Parks from surrounding municipalities. (A copy of the handout is attached to these minutes as information.) Director Winkler and Police Chief Brown both emphasized the City of Lenoir currently does not allow alcohol on City property. As noted at the May 24 Committee of the Whole Meeting, the only way to obtain an ABC permit for these types of events is to be a non-profit or political organization.

Director Winkler informed Council the Recreation Department handles the rental of the downtown stage area, but noted he is proposing to have the rental of the downtown stage fall under the Main Street/Economic Development Department. This step will continue to allow beer gardens and events downtown to co-exist without any involvement by the Parks and Recreation Department. Director Winkler referred to the upcoming Sculpture Celebration and asked Council to allow them to have alcohol at their scheduled Friday night event because there was not sufficient time to change it to another location. It was noted this event will have to be held at another location next year.

Director Winkler reviewed the list of locations that allow alcohol which are listed on the back page of the handout he distributed. He reiterated no alcohol

use is allowed on City recreational facilities or at the West End Community Center leased by Post 231. In addition, Economic Development Director Horn reported she has discussed this issue with Jim Noggle, Risk Manager, for insurance purposes.

### **City Council Consensus**

City Council was in consensus to approve Director Winkler's proposal to transfer the rental of the downtown stage from the Parks & Recreation Department to the Main Street/Economic Development Department as requested and to maintain the City Alcohol Policy on public property.

2. Update; Current Events: Director Winkler reported the Jazz Festival held at the Martin Luther King, Jr. Center on June 25 was a success and had great attendance. He reported the annual Fourth of July Celebration will be held on Monday, July 4 from 5:00 p.m. – 10:00 p.m. at the Mulberry Recreation Center. The event will end with a fireworks display at Optimist Park.

In addition, he announced the annual Blackberry Festival is scheduled for Saturday, July 9 and the annual Harambee Festival will be held from Friday, July 29 through Friday, August 5 at the Martin Luther King, Jr. Center.

## F. Finance & Administration

1. FY2015-16 Financial Update: City Manager Hildebran presented a financial summary as of May 31, 2016. The General Fund has a balance of \$1,461,865 with 101% of the budgeted tax collection being collected. The sales tax revenue has a balance of \$2,807,007, Water & Sewer Fund \$790,731 and the Downtown District Revenues/Expenditures Over (Under) balance is (\$86,643.)

## G. Public Safety

1. Proposal; Raised Crosswalk Project; Fairfield Chair: Police Chief Brown informed Council that employees of Fairfield Chair requested the Police Department to conduct a traffic study of the area of Harper Avenue near Fairfield Chair Company. As a result of the traffic study, Chief Brown recommended that City Council extend the posted speed limit of 25 mph on Harper Avenue to Virginia Street which will result in moving the posted speed limit sign west 390 feet. This change will allow motorists more time to adjust their speed prior to approaching the current crosswalk in front of Fairfield Chair Company located on Harper Avenue. It was noted that a recent incident occurred where an employee of Fairfield Chair almost got struck by a vehicle while in the crosswalk.

Chief Brown emphasized that oncoming vehicles have the right-of-way and pedestrians cannot step into a crosswalk with oncoming traffic. He further stated that motor vehicles are only to yield if the pedestrians were in the crosswalk prior to the vehicle approaching it. Chief Brown stated that officials with Fairfield have offered to pay the estimated cost of \$18,000 to change the current crosswalk to a raised one similar to the one located on Mulberry Street, but he doesn't think that

step is necessary.

Chief Brown further reviewed the use of rumble strips which would slow down traffic and also provide pedestrians with an “audible alert” to oncoming traffic. Following discussion, Council was in agreement to conduct a public hearing for the proposed speed limit request and to also have rumble strips installed near the crosswalk at Fairfield Chair as recommended by Chief Brown.

Additionally, Chief Brown recommended having officers conduct training sessions with the employees of Fairfield Chair in order to educate them regarding the laws as related to crosswalks and other safety issues.

### **Motion**

Upon a motion by Councilmember Perdue, Council voted 5 to 0 to schedule a public hearing on Tuesday, July 19 to consider extending the 25 mph speed limit on West Harper Avenue from its current location near Beall Street west to Virginia Street and adding a series of raised composite rumble strips near the Fairfield Chair crosswalk, as determined by the Public Works Director, and as recommended by the Lenoir Police Department.

2. Update; Tsunami Camera Project: Police Chief Brown reported that Staff is not ready to present a video at this time, but stated an app will be available on the City’s website in the near future in order for citizens to view video from the camera. Chief Brown stated the camera is currently recording video and will be a great feature for the City.
3. Update; Fire Department: Chief Briscoe presented design drawings by Jessie Plaster, of the new proposed Fire Station No. 3 to City Council.

Deputy Chief Hair reviewed the drawings and pointed out the station was designed for future expansion. He stated the facility would be two levels comprised of 3,900 square feet each. The facility will also have slides instead of poles in order for Staff to descend to the main level. Additionally, the facility was setback further on the property to allow firefighters to back the truck into the bay area. He remarked the station would be more user friendly, and with the new fire truck being transferred to this location, Staff would be equipped to handle any type of situation.

Councilmember Perdue suggested the City contact NCDOT officials again regarding the issue of installing a stop light at the intersection of Tremont Park. Mr. Perdue stated this may be a good opportunity to pursue this request with the construction of the fire station. Chief Hair stated a traffic signal would enhance the Department’s response time and also address safety issues. He also pointed out there was a center lane available for vehicles on Wilkesboro Boulevard.

Planning Director Wheelock mentioned the property for the new fire station is currently zoned as B-2 (General Business) and Staff would be submitting a conditional zoning request at a later date for this property. Chief Briscoe also mentioned the exterior of the new fire station would be modeled after Lower Creek

Elementary School in order to blend into the neighborhood. He further asked that Council consider using local contractors for this project.

## VI. OTHER

- A. July Calendar: By consensus of the Council, the calendar for the month of July was approved by Council with various meetings and events.

### **July Meeting Schedule**

Cancelled – July 5 City Council Meeting

City Council Meeting - Tuesday, July 19 at 6:00 pm.

Cancelled – July 26 Committee of the Whole Meeting

## VII. Adjourn:

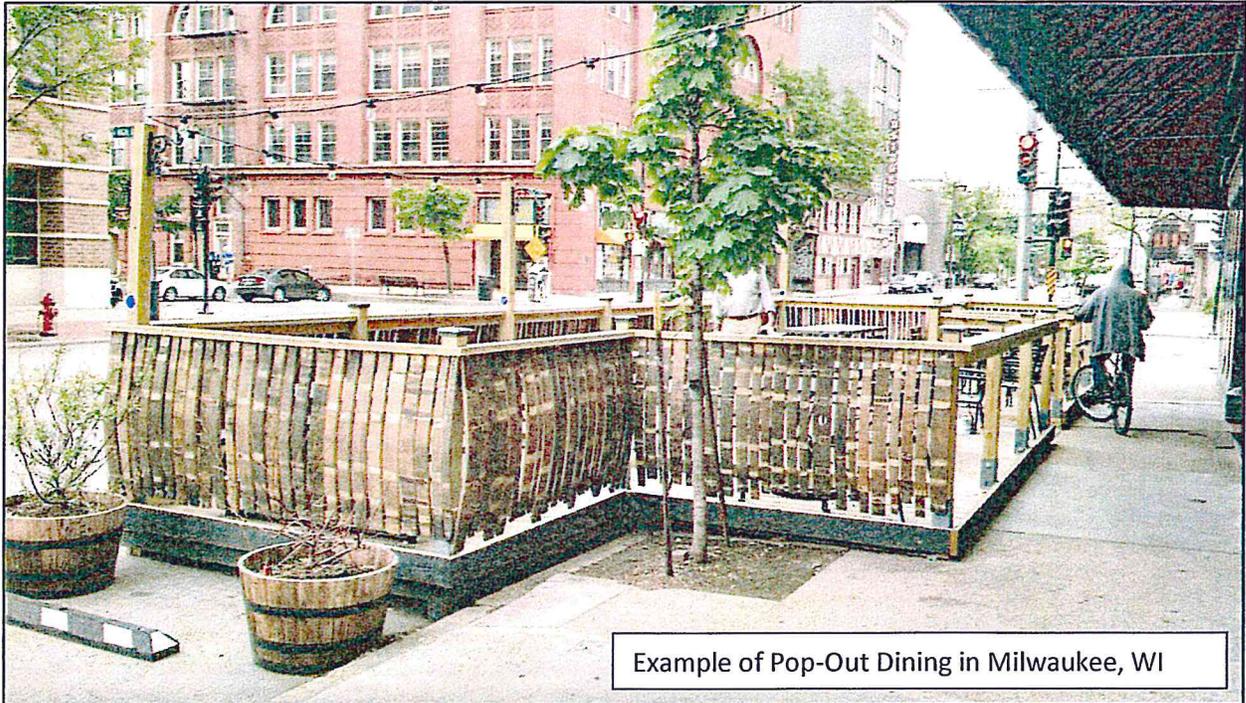
There being no further business, the meeting was adjourned at 11:12 a.m.

### Attachments

- a) Sidewalk Dining Lease Proposal
- b) Sign Code 2016 Highlights, Proposed Sign Code Outline, New Sign Code Relationship to Comprehensive Plan Policy Concepts and Strategies
- c) Stormwater Proposal Fee
- d) Alcohol Use Handout

**PROPOSAL: LEASE PROGRAM FOR POP-OUT DINING PODS****What are Pop-Out Dining Pods?**

Pop-out dining pods enable downtown businesses that are adjacent to on-street parking spaces to utilize one or two parking spaces to create space for additional outside seating.

**How would it work?**

In order to ensure consistency, safety, quality in construction, and program oversight, the City of Lenoir Public Works Department, in cooperation with the City of Lenoir Main Street program, will construct dining “pods” that will occupy either one or two on-street spaces. Businesses desiring to utilize the pods would enter into a lease and encroachment agreement with the City of Lenoir, in order to lease the dining pod structure and approve the encroachment into the parking spaces. The proposed terms of the lease are as follows:

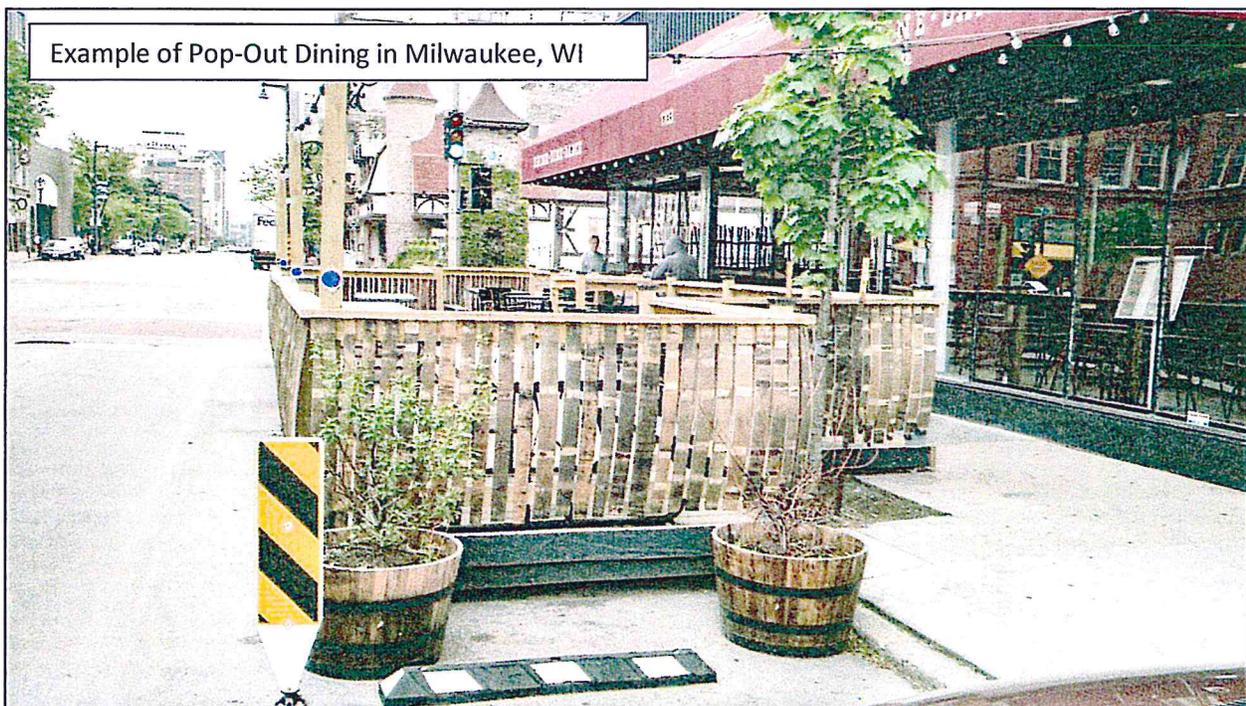
- One-space pod: \$45/month
- Two-space pod: \$90/month
- After 3 years: \$25/month

(The above rental rate was developed based on recouping the material cost of the dining pod over a period of three years. Council could adjust the above rates accordingly if the City’s cost for materials changed.)

### The Lease and Encroachment Agreement

The City Manager would be authorized to enter into an initial lease and encroachment agreement with the business owner for 3 years, which would be renewable based on the current policy and lease rates in place at time of renewal. The agreement would require:

- Detailed drawings, plans or specifications showing the full extent of the encroachment and fully describing and/or illustrating all improvements that will encroach into the on-street parking or public sidewalk area.
  - City will have a standard design for pods
  - Applicant would need to submit details on furniture, lightings, planter boxes, and other non-structural design elements – 100% of the cost of these items to be applicant's responsibility
  - Furniture must be commercial grade, sturdy, safe, and of quality workmanship
  - 5 ft. clear pedestrian path must always be maintained
  - No sight hazards to vehicular traffic or hazards to pedestrians
- Business is solely responsible for maintaining the pod in a neat and safe condition (daily sweeping, immediate cleaning and washing of spills, broken glass, trash, etc).
- Business owner must carry a minimum of 1,000,000 insuring against personal injury, wrongful death, and property damage, including the City as a party insured and insuring the City against any liability resulting from the use of the pop-out dining pod.
- Applicant must indemnify, defend, and hold harmless the City against any and all claims or suits for damage or injury arising out of or from the use of the dining pod.
- All other federal, state, and local regulations must be followed, including but not limited to:
  - Laws and regulations related to the sale and consumption of alcoholic beverages
  - Health Department regulations
  - Zoning regulations, including sign rules



- **Proposed ordinance is a “repeal and replace” of the existing sign code – but it does not make material changes to the square footage or sign types currently allowed under the existing code.**
  - Edits and expands definitions – ensuring they are content-neutral
  - Introduces a companion, non-codified “design handbook” that offers further clarity to the differences between sign types and diagrams on how to measure and interpret standards on copy area and sign location.
  - Adds legal protections like substitution clause, severability clause, purpose statement, etc.
  - Re-organizes into a more “user friendly” format, eliminating repetition that leads to conflicting language.
  - Creates opportunities for more in-depth studies of specific corridors in the future, where public input processes could lead to more context-specific, tailored sign standards for various parts of the City. (Currently, only special sign overlay area is Downtown.)
  
- **A few changes expand the options for signage, making the Code match current practice and/or legalizing the most common types of non-conforming signs**
  - Introduces concept of 0 ft. setbacks for monument signs, arm signs, and post-and-panel signs, which gives businesses located adjacent to very wide right-of-ways and/or in buildings with small front yard setbacks more sign options.
  - Instead of regulating each type of building-mounted signage individually, allows for greater flexibility by creating a single “pot” of signage and allowing businesses to allocate signage to wall, window, projecting, awning, or canopy signs in whatever makes the most sense for their architectural styles and business needs.
  - Expands options for large pylon signs to all large sites – any parcel with more than 50,000 sq. ft. of GFA would be eligible for up to 200 sq. ft. of signage on arterial roads (currently limited only to “shopping centers”)
  - Allows A-frame signs in all non-residential districts (currently only allowed in the Downtown; but businesses all over the City use them)
  
- **Reed v. Gilbert Changes – some changes are proposed in order to protect the visual clutter from temporary signs, while protecting for options to use temporary signage as a means to express non-commercial ideas**
  - Defers to state statutes on signs in the right-of-way, but does not adopt similar language into our local ordinance
  - Substitution clause ensures that all interpretations of the code allow for non-commercial speech on any permitted sign.
  - In addition to allowable sign types for commercial messages, specifically allows additional temporary signage for non-commercial messages on private property (political candidate signs, “Jesus” signs, “no fracking” signs, etc.)
  
- **This ordinance reflects all the “best practices” in sign regulation that could be adopted without making substantial changes to the code. It has been thoroughly reviewed by planning staff and the Planning Board.**
  - Staff reviewed existing sign proposals against the new sign code to “test” its applicability
  - Planning Board received proposed ordinance and design handbook in September 2015. Three workshops were held with the Planning Board, and then revisions were presented the Board based on those workshops at two follow-up meetings.
  - Planning Board recommended approval of the ordinance on May 23, 2016.

89		PROPOSED SIGN CODE OUTLINE	
Minutes-Committee of the City of Waco		General Standards/Legal Necessities/Framework	
Title Page		14	
1100 Intent and Purpose	June 28, 2016	DRAFT	
1101 Scope			
1102 Severability		<ul style="list-style-type: none"> <li>• First 5 sections address legal concerns and establish the parameters of the sign ordinance.</li> </ul>	
1103 Substitution			
1104 State Pre-Emption			
1105 Definitions		<ul style="list-style-type: none"> <li>• Defines all of the key terms used in the sign ordinance – expands and clarifies definitions from the existing sign code.</li> </ul>	
1106 Permits Required		<ul style="list-style-type: none"> <li>• Requires a sign permit for all signs, clarifies exceptions.</li> </ul>	
1107 General Requirements for All Districts		<ul style="list-style-type: none"> <li>• Details general requirements for all signs/districts, including regulations on permitted materials, locational requirements and how to measure setbacks, maintenance standards, etc.</li> </ul>	
<b>Standards for Signs in Residential Districts</b>			
1108 Signs in Residential Districts		<ul style="list-style-type: none"> <li>• Puts all standards for residential districts in one place – streamlines requirements to make regulating and enforcing sign standards in residential districts easy and straight forward.</li> </ul>	
<b>Standards for Signs in Non-Residential Districts</b>			
1109 Building-Mounted Signs – Non-Residential Districts		<ul style="list-style-type: none"> <li>• Puts all standards for building-mounted signs for non-residential districts in one place.</li> <li>• Creates one “pot” of signage for building-mounted signs that can be used for any combination of sign types and locations that are allowed in the applicable district, at the owner’s discretion.</li> <li>• Defines which zoning districts allow electronic message boards, which is unclear in the current ordinance.</li> <li>• Removes references to roof signs, which aren’t currently allowed in any zoning district.</li> </ul>	
1110 Ground-Mounted Signs – Non-Residential Districts		<ul style="list-style-type: none"> <li>• Puts all standards for ground-mounted signs for non-residential districts in one place.</li> <li>• Allows reduced setbacks when owners choose shorter and smaller sign types.</li> <li>• Defines which zoning districts allow electronic message boards, which is unclear in the current ordinance.</li> </ul>	
1111 Portable and Temporary Signs – Non-Residential Districts		<ul style="list-style-type: none"> <li>• Puts all standards for portable and temporary signs in non-residential districts in one place.</li> <li>• Maintains existing standards for wind-blown devices and banners; except that wind-blown devices are increased to a standard of 30 days.</li> <li>• Adds a-frame signage as a permitted portable sign type in all districts</li> <li>• Creates a new standard for “noncommercial” temporary signs, instead of regulating political signs differently than other types of non-commercial speech.</li> </ul>	
<b>Special Sign Scenarios – Overlay Districts and Billboards</b>			
1112 Special Sign Overlay Districts		<ul style="list-style-type: none"> <li>• Creates an opportunity to regulate specific corridors and areas differently, should we choose to do more in-depth studies as a part of future planning efforts.</li> <li>• Maintains the existing special standards for the Downtown district, but eliminates confusing contradictions within the current ordinance by placing all the standards for the Downtown in one location.</li> </ul>	
1113 Commercial Outdoor Advertising Devices (Billboards)		<ul style="list-style-type: none"> <li>• No change from existing ordinance.</li> </ul>	
<b>Prohibited and Non-Conforming Signs</b>			
1114 Prohibited Signs and Sign Types		<ul style="list-style-type: none"> <li>• Clarifies prohibited sign types – language aims to be clearer to understand and enforce.</li> </ul>	
1115 Non-Conforming Signs		<ul style="list-style-type: none"> <li>• Maintains current standards for non-conforming signs, but clarifies unclear language.</li> </ul>	

### Comprehensive Plan Policy Concepts and Strategies:

- Adopt sensible, straightforward zoning standards and procedures that are easily understood by developers and the general public. — [whole code](#)
- Continue working to improve parking downtown. Improve signage to better direct drivers to the 900 available parking spaces. — [new code specifically allows way-finding signage as an exempt sign type for public entities](#)
- Limit the use of “windblown” signs such as banners or balloons and signs with electronic, scrolling signs that may be distracting to drivers. — [maintains limitations for banners, inflatables for 30 days with a permit; maintains limitations on blinking and scrolling signs](#)
- Amend signage requirements to promote monument-style signs and master signage instead of pole signs. The size of the sign should be proportional to the size of the building façade. Where possible, encourage the use of “logo” signs that would be easily recognized by the traveling public. — [new code incentivizes monument signs and other smaller sign types by requiring smaller setbacks, differentiates between types of ground signs and limits the use of pole signs in some districts, maintains standards based on the size of the façade, encourages the use of branding and “logo” signs through uniform sign plans.](#)
- Lighting at all commercial or mixed-use developments should be angled downward and shielded to avoid illuminating the night sky. — [maintains and clarifies the lighting standards for signs, including requiring lights to be shielded, prohibiting exposed neon, and limiting reverse lit channel letters to white.](#)
- Develop appearance standards for landscaping, signage, utilities, and pedestrian facilities to enhance the streetscape of downtown Lenoir, especially along Harper Avenue and Main Street. [Downtown sign standards are consolidated and clarified, but maintain consistency between buildings for a uniform look. Street pole banners and way-finding signage is specifically allowed.](#)

### Other references to signage:

- Identify gateway points or entrances into the City of Lenoir where higher standards for appearance, landscaping, signage, utilities and pedestrian facilities will be required. Suggested Gateways:
  - US highway 321 @ Southwest Boulevard
  - US highway 321 @ Creekway Drive (Valmead Elementary School)
  - US highway 64/NC Highway 18 @ Arrowood Drive (Hibriten High School)
  - US highway 18 @ Southwest Boulevard
- Identify important gateway corridors through the City of Lenoir where higher standards for appearance, landscaping, signage, utilities and pedestrian facilities will be required. Suggested corridors:
  - US highway 321
  - US Highway 321-A
  - Main Street
  - Mulberry Street
  - NC Highway 18
  - Southwest Loop
  - Creekway Drive
  - Harper Avenue

Signage is included within policies directed at creating gateway points and corridors. The proposed sign code does not treat corridors differently, but regulates according to zoning district. Significant public input would be required to create comprehensive overlays for various gateways and corridors for private improvements, and is beyond the scope of the proposed ordinance.

However, the new code organization specifically creates the opportunity for future special overlay districts, should they be deemed necessary through the public planning process. Additionally, specific allowances for public entities to install way-finding signage and street pole banners give clear authority for the City to pursue gateway signage and city-wide branding efforts, partially advancing the above policies.

# Stormwater Utility Fee Proposal

Stormwater Budget Allocation	
State Stormwater Permit Administration	\$73,167
Street Flushing	\$109,100
Street Sweeping	\$111,165
Catch Basin Clearing	\$65,000
Leaf Collection	\$162,700
Debt Service for Infrastructure Repairs <i>Ex. West Avenue Culvert \$800,000</i>	\$200,000
<b>Total Stormwater Budget</b>	<b>\$721,132</b>
*\$721,132 equates to \$.06 on tax rate	

Stormwater Fee Calculation	Flat Rate for all properties <i>Used by Thomasville</i>	Rate based on acreage – lot size <i>Not used in NC</i>	Rate based on built-upon area <i>Used by Shelby, Salisbury</i>
Residential	~\$5 Flat Rate	~\$2-\$4 Flat Rate	~\$2-\$4 Flat Rate
Commercial		Tiered rates based on lot size  Example: ≤ 1 acre: \$10 1-5 acres: \$25 5-10 acres: \$50 10-30 acres: \$100 > 30 acres: \$200	Tiered rates based on estimated built-upon area  Example: ≤ 20,000 ft <sup>2</sup> : \$10 20,001-50,000 ft <sup>2</sup> : \$25 50,001-150,000 ft <sup>2</sup> : \$50 150,001-300,000 ft <sup>2</sup> : \$100 > 300,000 ft <sup>2</sup> : \$200
Advantages	Simple to calculate and implement	<ul style="list-style-type: none"> <li>Low, flat rate for residential properties</li> <li>Largest properties (with most development potential) pay highest fees.</li> </ul>	<ul style="list-style-type: none"> <li>Low, flat rate for residential properties</li> <li>Properties with largest built-upon area and highest stormwater impact pay highest fees.</li> </ul>
Disadvantages	Inequitable relative to property size; higher than need be for residential properties	Lot size is not directly proportional to stormwater impacts	Not based on exact square footage of built-upon area
Technical Considerations	None	Area can be calculated from existing parcel data	Built-upon area will need to be measured

Notes: Fees above proposed as monthly fees attached to utility bills. Some NC municipalities opt for yearly fees.  
There will be an administrative appeals process in place to address improperly categorized properties.  
Fee structure could incentivize best practices for stormwater management through system of credits.

**City of Lenoir****Lenoir Parks and Recreation Dept.****Meeting: Committee of Whole****Date: Tuesday, June 28, 2016****Time: 8:30am****Subject: Alcohol on City Parks**

**The following is information that has been gathered from various Cities regarding their alcohol policy.**

**Shelby, NC Chief Police, Jeff Ledford**

"We have a rule that no alcohol is allowed on city property. We have an exception that only city property that is covered under an ordinance adopted by city council can have alcohol on it. For instance, our council has designated a section of roadway uptown where we have our Alive After Five events during the summer. It is a single block of roadway and that's the only place it can be. We don't allow any exceptions. If an area is identified as a place that the city owns that needs to have alcohol, then the manager or city planner will make a recommendation to have the ordinance changed to include that area. We still make sure that we enforce the rule of alcohol on sidewalks and any state roadway or property. We stay away from anything that would be "situational" so we can avoid certain groups getting access and not others. I will add that alcohol is only allowed on the areas designated by council if there is a special events permit obtained and approved by council."

**Shelby, NC Parks and Recreation Director Charlie Holtzclaw**

"Alcohol is prohibited by Ordinance at all of our Parks and Recreation facilities and grounds. Last year the City opened a new open air City Pavilion in uptown and we are in charge of booking and overseeing rental events. Alcohol is allowed at the Pavilion and the renter must obtain the ABC permit and we require them to have 2 police officers if serving alcohol."

**Hickory, NC Parks and Recreation Director Mack McLeod**

"The only Parks and Recreation facility where alcohol consumption is currently allowed is L.P. Frans Stadium, with Hickory Baseball, Inc. holding the ABC permit."

**Granite Falls, NC      Parks and Recreation Director      Chad Raby**

“Alcohol is not permitted on Granite Falls Parks and Recreation Facilities. There is a beer garden that operates in the downtown are sponsored by the Rotary Club.”

**Proposal of Stage in Downtown Lenoir**

After speaking to Kaylynn Horn regarding alcohol, we are suggesting that the stage downtown fall under Main Street Economic Development. This will continue to allow beer gardens and events downtowns to co- exist without any Parks and Recreation Dept. involvement.

Event Locations that allow alcohol.

American Legion Building	Civic Center
National Guard Armory	Hogwaller Stage
Cedar Rock Club	Lenoir Golf Club
Broyhill House	1841 Café
Howards Brewery	Beer Garden (Downtown Square)
Moose Lodge	

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

- I.     Agenda Item: FY 2016 – 2018 Paving Contract Award
  
- II.    Background Information: On Wednesday, July 13, 2016, the City conducted a bid opening for FY 2016 – 2018 paving. (See attached bid tab).
  
- III.   Staff Recommendation: City Council award the FY 2016 – 2018 paving contract to Maymead, Inc., PO Box 911, Mountain City TN 37683 with a low bid of \$82.50 per ton of asphalt put in place. The bidder has submitted the required bid bond.

IV.    Reviewed by:

City Attorney: \_\_\_\_\_

Finance Director: \_\_\_\_\_

Public Works Director: Charles K. Beck \_\_\_\_\_

Public Utilities Director: \_\_\_\_\_

**FY 2016 – 2018 Paving Bid Tab**

	Bid Amount
Maymead, Inc. PO Box 911 Mountain City, TN 37683	\$82.50/ton
Carolina Paving 3203 Highland Avenue NE Hickory NC 28601	\$85.00/ton
J.T. Russell & Sons 201 Herman Sipe Road Conover NC 28613	\$92.00/ton
Midstate Contractors, Inc. PO Box 1238 Hickory NC 28603	\$96.00/ton

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

I. **Agenda Item:** VI. B.1. Resolution Accepting the NC Clean Water Management Trust Fund (CWMTF) Grant for a Conservation Easement on the Lenoir Watershed. **Note:** This item was tabled from the June 21st City Council Meeting in order to allow Council to receive additional information clarifying the feasibility of mountain biking within the Conservation Easement.

II. **Background Information:** The NC CWMTF Board of Trustees approved the purchase of a conservation easement on the Lenoir Watershed tract via a bargain sale with the City for a grant award of up to the \$755,993. Per the award, this project involves a total of approximately 568.36 acres (minus approximately 5.0 acres to be excluded and used as a law enforcement training facility). The purpose of the state grant is for the purchase of conservation easement acquisition, and to preserve, enhance, restore, and maintain the natural features and resources of the property; provide habitat for native plants and animals; improve and maintain water quality; control runoff of sediment, and for recreational, scientific, educational, cultural and aesthetic purposes. The City would record a permanent, state-held conservation easement on the property and the conservation easement will be monitored by Foothills Conservancy of North Carolina through a separate agreement with the NC CWMTF.

A historical summary of the Lenoir Watershed, a grant contract, and maps of the area are enclosed for your information.

CWMTF Executive Director Bryan Gossage will be in attendance.

III. **Staff Recommendation:** If Council wishes to approve the NC CWMTF grant, please adopt the attached Resolution Accepting the NC Clean Water Management Trust Fund Grant for a Conservation Easement on the Lenoir Watershed.

IV. **Reviewed by:**

**City Attorney:**

**City Manager:** 

#### CWMTF Update (July 6, 2016):

On June 20<sup>th</sup>, Mayor Joe Gibbons, Dennie Martin and I met with Acquisition Program Manager Nancy Guthrie of the NC Clean Water Management Trust Fund (CWMTF) in Winston-Salem. Based on that meeting and some additional dialogue, both CWMTF and Foothills Conservancy of NC (FCNC) are in agreement that mountain biking may be an appropriate activity on the tract, and they would like to give it fair consideration.

Based on CWMTF guidance, the next steps are for the City to execute the grant contract and submit a written proposal for biking trails. Per CWMTF, "signing the contract does not obligate the City to terms of the conservation easement at this point; if CWMTF does not approve biking trails, the City still has the option of the conservation easement without biking trails; proposing language and having it approved for biking trails in the conservation easement area does not obligate the City to a schedule to act on that reserved right."

Per Nancy Guthrie, the next steps are:

- City to execute the grant contract with CWMTF at their July 19 Council meeting in order to encumber CWMTF funds.
- Submit a written proposal for biking trails (identifying potential areas and standards of use) to CWMTF by August 8 in order to review by their August 19<sup>th</sup> agenda deadline.
- CWMTF staff will review and schedule a visit to the site.
- FCNC staff will review the proposal and visit the site.
- CWMTF will coordinate with Natural Heritage Program staff to ensure any proposed trails stay out of any highly rated natural heritage communities.
- The next CWMTF Board meeting is September 13-14.

CWMTF Executive Director Bryan Gossage is scheduled to attend the July 19<sup>th</sup> City Council meeting.

#### NOTE:

Mayor Gibbons, Rob Winkler and I have met with several members of the Lenoir Chapter of the Northwest NC Mountain Bike Alliance (NWNCMTBA) to discuss the feedback from the CWMTF. Also, Shawn Moore recently led a group of NWNCMTBA members to tour the Zacks Fork Watershed property. Those members are in the process of drafting a proposal for City and CWMTF consideration. Also, all parties have been made aware of the suggested CWMTF timeline.

## Historical Summary of Lenoir Watershed Property

The subject property (Lenoir Watershed) lies in Caldwell County, approximately four miles from the main corporate limits of Lenoir. The property covers 568.36 acres with access from Zack's Fork Road and was acquired by the City between August 16, 1923 and March 21, 1930. The land also contains the police firing range (located on the property since the 1990's).

In 2013, the City received an unsolicited offer of \$852,540 for the property. Due to concerns about relocation of the police firing range (costs, permitting & noise) and potential major residential development of the area, City Council retained Martin-McGill, Inc. to conduct a best use assessment for the Lenoir Watershed. A variety of options were explored. At the end, it was determined that the best alternative was for the City was to retain ownership of the property and to place the property under a conservation easement with the NC Clean Water Management Trust Fund (CWMTF) which was found to be the most appropriate conservation partner for the City. (FYI - costs to relocate the police firing range are from \$500,000 and up.)

Per City Council direction, an application to the NC CWMTF was submitted for their consideration of a conservation easement acquisition of the property, which permitted the preservation of the existing police firing range. In addition, City Council requested that the property be annexed into the City via action by the NC General Assembly. Annexation of the property occurred on June 30, 2015.

After lengthy consideration, in November 2015, the NC CWMTF Board of Trustees *provisionally* approved the purchase of a conservation easement on this tract with a grant award of up to \$755,993. In May 2016, the City was officially notified of the grant award for acquisition of a conservation easement on the property.

Per the award, this project involves a total of approximately 568.36 acres, minus approximately 5.0 acres to be excluded and used as a law enforcement training facility (firing range). The purpose of the state grant is for the purchase of conservation easement acquisition, and to preserve, enhance, restore, and maintain the natural features and resources of the property; provide habitat for native plants and animals; improve and maintain water quality; control runoff of sediment, and for recreational, scientific, educational, cultural and aesthetic purposes. The City would record a permanent, state-held conservation easement on the property and the conservation easement will be monitored by Foothills Conservancy of North Carolina through a separate agreement with the NC CWMTF.

According to the NC CWMTF, only passive recreational use is allowed on a watershed conservation tract. By way of illustration, such passive recreational uses may include non-commercial hunting, fishing, hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, and any other purposes consistent with these accepted uses and the maintenance of the conservation value, subject to all applicable federal, state and local laws and regulations. It is their belief that heavier impact uses create greater erosion and minimizes their water quality conservation efforts.

All net proceeds received by the City from a NC CWMTF conservation easement may be used for any public purpose, with City Council ultimately making any final determination.

<b>PROJECT BUDGET Item</b>	<b>CWMTF Grant Amount</b>	<b>Matching Funds<sup>1</sup></b>	<b>Total Project Cost</b>
Property/Conservation Easement Acquisition	\$717,155	\$1,075,732	\$1,792,887
Transactional Costs <sup>2</sup>	\$10,000	\$7,000	\$17,000
Project Administration <sup>3</sup>	\$10,000	\$0	\$10,000
Stewardship	\$18,838	\$0	\$18,838
<b>Totals</b>	<b>\$755,993</b>	<b>\$1,082,732</b>	<b>\$1,838,725</b>
<b>Funding Percentages</b>	<b>42%</b>	<b>58%</b>	<b>100%</b>

**Budget Notes:**

1 Source and dollar amounts of matching funds: Bargain sale of easement and local funds from City of Lenoir (\$1,082,732).

2 Transactional costs include: surveys and legal descriptions; appraisals; Phase I Environmental Site Assessment; legal fees and closing costs; title insurance; recording fees; ad valorem taxes; and baseline documentation report.

3 If you are requesting Project Administration reimbursement or demonstrating Project Administration match, you must submit itemized documentation of staff hours and hourly compensation rates (salary and fringe benefits) for time spent on Project Administration. Only staff time is reimbursable under this line item.



CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
K. P. EDMISTEN  
T. H. PERDUE  
J. I. PERKINS  
T. J. ROHR  
D. F. STEVENS  
C. D. THOMAS  
B. K. WILLIS

**RESOLUTION OF THE LENOIR CITY COUNCIL ACCEPTING  
THE CLEAN WATER MANAGEMENT TRUST FUND GRANT**

**WHEREAS**, the Clean Water Management Trust, a division of the NC Department of Natural and Cultural Resources, acting through its Board of Trustees, has authorized approval of the purchase of a conservation easement on approximately 568.36 acres (minus approximately 5.0 acres to be excluded and used as a law enforcement training facility) of land known as the “Lenoir Watershed”; and

**WHEREAS**, the Clean Water Management Trust Fund awarded the City of Lenoir up to \$755,993 for the acquisition of a conservation easement on the property via a bargain sale; and

**WHEREAS**, the Clean Water Management Trust Fund submitted a grant contract (CWMTF Project Number 2015-033) for consideration by the Lenoir City Council; and

**WHEREAS**, the grant will preserve, enhance, restore, and maintain the natural features of the property; provide habitat for native plants and animals; improve and maintain water quality, and control runoff of sediment and for recreational, scientific, educational, cultural and aesthetic purposes.

**NOW, THEREFORE, BE IT RESOLVED THAT THE LENOIR CITY COUNCIL** hereby accepts the grant from the NC Clean Water Management Trust Fund and agrees to perform the functions and obligations set out in the grant agreement.

Adopted this the 19<sup>th</sup> day of July, 2016.

SEAL

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Joseph L. Gibbons, Mayor

ATTEST:

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Shirley M. Cannon, City Clerk



**STATE OF NORTH CAROLINA  
DEPARTMENT OF NATRUAL AND CULTURAL RESOURCES  
CLEAN WATER MANAGEMENT TRUST FUND  
GRANT CONTRACT  
(FEE OR EASEMENT ACQUISITION – Local Government)**

**CWMTF PROJECT NUMBER: 2015-033**

**GRANTOR:** NC Clean Water Management Trust Fund (“Trust Fund” or “CWMTF”), a division of the Department of Natural and Cultural Resources, acting through its Board of Trustees solely in its official capacity pursuant to Part 41, Article 2, Chapter 143B of the North Carolina General Statutes (“N.C.G.S.”)

**CONTRACT ADMINISTRATOR:** Nancy Guthrie  
NC Clean Water Management Trust Fund  
1651 Mail Service Center  
Raleigh, NC 27699-1651  
Phone: 919-707-9126  
Email: [nancy.guthrie@ncdenr.gov](mailto:nancy.guthrie@ncdenr.gov)

**GRANT RECIPIENT:** City of Lenoir, a North Carolina Local Government Unit (“Grant Recipient” or “City”).

**CONTRACT ADMINISTRATOR:** Scott Hildebran  
City of Lenoir  
801 West Ave Northwest  
Lenoir, NC 28645  
Phone: 828-757-2200  
Email: [shildebran@ci.lenoir.nc.us](mailto:shildebran@ci.lenoir.nc.us)

**CONTRACT EFFECTIVE DATE:** \_\_\_\_\_ (the “Effective Date”)

**CONTRACT EXPIRATION DATE:** May 31, 2018 (the “Expiration Date”)

**DEADLINE FOR RECEIPT BY CWMTF OF REIMBURSEMENT/PAYMENT REQUESTS:** June 15, 2018 (the “Reimbursement Date”)

**GRANT AMOUNT:** up to \$755,993(the “Grant”)

**AWARD DATE:** November 20, 2015(the “Award Date”)

**THIS GRANT CONTRACT** (the “Grant Contract”) is made and entered into as of the Effective Date by and between the Trust Fund and the Grant Recipient (both sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, Grant Recipient has submitted to the Trust Fund an application requesting a grant of monies (hereinafter the “Grant Application”) to purchase some or all of that certain real property more particularly described on the attached Exhibit “A” (the “Property”), or to establish a conservation easement thereon (“Conservation Easement”).

**WHEREAS**, the Trust Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; to acquire conservation easements or other interests in real property for the purpose of protecting and conserving surface waters and drinking water supplies; to coordinate with other public programs involved with lands adjoining water bodies to gain the most public benefit while protecting and improving water quality; to restore previously degraded lands to reestablish their ability to protect water quality; to facilitate planning that targets reductions in surface water pollution; to finance innovative efforts, including pilot projects, to improve stormwater management, to reduce pollutants to improve water quality, and to research alternative solutions to the State’s water quality problems; to provide buffers around military bases or for State matching funds for the Readiness and Environmental Protection Initiative; to acquire land that represents the ecological diversity of NC; and to acquire land that contributes to the development of a balanced State program of historic properties.

**WHEREAS**, the Grant Recipient is a qualified applicant as defined in N.C.G.S. §143B-135.238(a).

**WHEREAS**, the acquisition of the Property in fee simple or acquisition of the Conservation Easement (the “Acquisition” or the “Project”) shall be for the purposes and according to the schedule set out in said Exhibit A, the specific details of the Project being set forth thereon. The Project shall be implemented pursuant to the budget set forth on the attached Exhibit “B.”

**WHEREAS**, the Trust Fund approved the Grant Recipient’s application at its meeting on the Award date, and is willing to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract.

**WHEREAS**, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

**NOW, THEREFORE**, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

**1. Grant Documents.** The documents described below are hereinafter collectively referred to as the “Grant Documents.” In the case of conflict, specific and special terms, conditions and requirements shall have precedence over general terms, conditions and requirements. Upon

2015-033 City of Lenoir, Watershed  
May 25, 2016

execution and delivery of the Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding Grant Contract (“Grant Contract” or “Contract”) between the Parties, enforceable in accordance with the terms thereof. The Grant contract constitutes the entire Grant Contract between the Parties, superseding all prior oral and written statements or Grant Contracts. This Grant Contract shall not be amended orally or by performance but only through a written Amendment duly executed by the Parties. Only changes deemed non-material in type at the discretion of the Trust Fund’s Executive Director may be made to the Grant Contract without the consent of the Trust Fund’s Board of Trustees.

The Grant Documents consist of:

- a. Cover Sheet
- b. Grant Contract
- c. Exhibit A – Project Summary
- d. Exhibit B – Project Budget
- e. Exhibit C – Pre-Funding Checklist
  - a. Exhibit C.1. – *does not apply*
  - b. Exhibit C.2 – Assurances for Non-Federally Funded Contracts
- f. Exhibit D – Pre-Closing Checklist
- g. Exhibit E – Post-Closing Checklist
- h. Exhibit F – Payment Checklist
- i. Exhibit G – Quarterly Report and Final Report Form
  - a. Exhibit G.1 – Quarterly Report
  - b. Exhibit G.2 – Final Report
- j. Exhibit H – Additional Definitions
- k. Exhibit I – General Terms and Conditions
- l. Exhibit J – *does not apply*, and
- m. Exhibit K – CWMTF Invoice Form
- n. Exhibit L – Statement of State Time
  - a. Exhibit L.1 – Statement of Staff Time – Project Administration
  - b. Exhibit L.2 – Statement of Staff Time – Baseline Document Report (BDR).
- o. Exhibit M – Confirmation of Grant Funds Paid to Grantee Vendors

2. **Purpose.** The purpose of the Grant is for purpose(s) outlined in Exhibit A. Grant funds may not be used for the purchase of any improvements or removal of debris on the Property or for any other purpose not set forth herein.

3. **Trust Fund’s Duties.** Subject to the appropriation, allocation, and availability to CWMTF of Grant funds for the Project, CWMTF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the payment procedures set forth herein. Neither of the parties is obligated to perform and the Grant Contract is not a binding agreement on all parties until all parties have executed the Grant Contract (inclusive of all exhibits), the Department of Natural and Cultural Resources has notified the Trust Fund that funds for the Grant contemplated hereunder have been encumbered, and the Grant Recipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover page to the Grant Contract.

4. **Grant Recipient’s Duties.** The Grant Recipient shall carry out the Project pursuant to the terms of this Grant Contract.

5. **Contract Period.** The Trust Fund's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date. It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the Trust Fund by the Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Grant Contract will no longer be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date and which are submitted to the Trust Fund no later than the Reimbursement Date. **The burden is on the Grant Recipient to request an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date.** The request for an extension must be a formal one made in a writing addressed to the Trust Fund's Executive Director, giving complete details of the reasons why an extension is needed, and proposing a new expiration date for the Grant Contract. This written request must be submitted to and received by the Trust Fund's office at least **60 days** prior to the Expiration Date. Approval of any requested extension is at the sole discretion of the Trust Fund. The approval or denial of the requested extension will be based upon Project performance, among other factors. **The Trust Fund is not obligated to send reminders or other notification of an approaching Expiration Date.**

6. **Pre-Funding Requirements.** Prior to the disbursement of any Grant monies under this Grant Contract, the Grant Recipient shall deliver to the Trust Fund all of the documentation described on Exhibits C, C.1 and C.2.

7. **Payment of Grant Funds.**

- (a) Grant monies are awarded based on a commitment of matching funds to the project. CWMTF expects that its final portion of the total project cost will be no more than the percentage of funds originally committed to in the Grant Contract. As funds are requested from CWMTF, the Grant Recipient should be demonstrating expenditure of match.
- (b) The Acquisition and the recording of the General Warranty Deed, Conservation Easement and/or Assignment, as may be applicable, shall be referred to herein as the "Closing." Grant monies may be paid at Closing provided Grant Recipient has complied with the terms of Section 6 above and with all pre-Closing requirements as set forth in Exhibit D.
- (c) Grant Recipient may be reimbursed for itemized Project expenses prior to or subsequent to Closing, at the Trust Fund's discretion, upon submittal of the following documentation:
  - i. A copy of the document for which reimbursement is requested (i.e. a survey, appraisal, etc.), if applicable.
  - ii. A copy of invoices or other documentation submitted to the Grant Recipient showing the itemized expenses. Grant Recipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.
  - iii. A written report containing a detailed narrative of the progress of the Project, as set forth on Exhibit G.

- iv. A signed cover letter requesting reimbursement and stating that the Grant Recipient complied with all terms of this Grant Contract in incurring the expenses.
  - v. A completed invoice in the form set forth in Exhibit K.
- (d) CWMTF may, upon request, disburse Grant funds prior to actual Project payments by the Grant Recipient, if costs are documented by unpaid third-party invoices. In order for CWMTF to pay Grant funds to the Grant Recipient based upon an unpaid third-party invoice, the Grant Recipient shall submit the following documentation:
- i. A copy of the document for which reimbursement is requested (i.e. a survey, appraisal, etc.), if applicable.
  - ii. A copy of invoices or other documentation submitted to the Grant Recipient showing the itemized expenses. Grant Recipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.
  - iii. A written report containing a detailed narrative of the progress of the Project, as set forth on Exhibit G.
  - iv. A signed cover letter requesting reimbursement and stating that the Grant Recipient complied with all terms of this Grant Contract in incurring the expense, reviewed and has approved the unpaid third-party invoice, and certifies to the Trust Fund that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant funds.
  - v. A completed invoice in the form set forth in Exhibit K.

The Grant Recipient will confirm in writing to the Trust Fund that the required payment has been made within thirty (30) days of payment.

- (e) The Trust Fund agrees to pay or reimburse the Grant Recipient only for reasonable costs actually incurred by the Grant Recipient that do not exceed the Grant funds budgeted for the Project as shown in Exhibit B.
- (f) Grant funds will not be paid or reimbursed during the first week of January, the last three weeks of June, the first week of July, and the last two weeks of December.
- (g) The Grant Recipient may seek reimbursement for allowable Project costs incurred after the Award Date notwithstanding the fact that those costs may have been incurred prior to the Effective Date.
- (h) The Fund agrees to reimburse the Grant Recipient for Project administration costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such reimbursement shall be made under the Project administration line item of Exhibit B and shall conform to the following:
  - i. Costs allowable under the Project administration line item include only costs of labor needed to comply with the general conditions of the Grant Contract (e.g.,

preparing progress reports, payment requests, the Project final report, negotiating the Grant Contract, and negotiating the Conservation Easement). Allowable Project administrative labor costs may include any of the following:

- a. Compensation to the Grant Recipient's employees, plus the Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay times an audited or auditable benefits multiplier);
  - b. Compensation to Grant Recipient's independent contractors (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or
  - c. Cost of professional services contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost.
- ii. (ii) Costs of any other work described in the Project's scope of work as defined on Exhibit A are not allowable under the Project administration line item.

8. **Reversion of Unexpended Grant Funds.** Any unexpended Grant funds shall revert to the Trust Fund upon termination of this Grant Contract.

9. **Reporting Requirements.** Beginning three (3) months after the Effective Date, the Grant Recipient must submit to the Trust Fund a quarterly report on the status of the Project, on the form attached as Exhibit G. In addition, N.C.G.S. Chapter §143C, Article 6, Part 3 and Title 09, Subchapter 3M of the North Carolina Administrative Code (N.C.A.C.) require each Grant Recipient of State funds to comply with certain reporting requirements as further described on Exhibit J, and to further provide certain documentation as set forth on Exhibits C, C.1 and C.2.

10. **Notice; Contract Administrators.** All notices, requests or other communications permitted or required to be made under this Grant Contract or the other Grant Documents shall be given to the respective Contract Administrator. Notice shall be in writing, signed by the Party giving such notice. Notice shall be deemed given three (3) business days next following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

11. **Signature Warranty.** Each individual signing below warrants that he or she is duly authorized to sign this Grant Contract for the respective Party and to bind said Party to the terms and conditions of this Grant Contract.

IN WITNESS WHEREOF, Grant Recipient and the Fund have executed this Grant Contract in one (1) original as of the Effective Date. One original shall be retained by the Fund and a copy of the original will be sent to the Grant Recipient. If there is any controversy among the documents, the document on file in the Fund's office shall control.

**GRANT RECIPIENT:**

**CITY OF LENOIR, a unit of local government**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)  
Attest:

\_\_\_\_\_  
(Asst.) Secretary

**TRUST FUND:**

**NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND**

By: \_\_\_\_\_ (SEAL)  
Name: Troy Kickler, Ph.D.  
Title: Chairman, Board of Trustees

By: \_\_\_\_\_ (SEAL)  
Name: Bryan M. Gossage  
Title: Executive Director

## EXHIBIT A PROJECT SUMMARY

### Legal Description of Property:

Being approximately 568.36 acres of land including 6 parcels, the City of Lenoir Watershed in Lenoir, North Carolina, is titled in the name of the City of Lenoir, and is recorded in:

- Deed Book 125 at Page 191 dated January 12, 1925 +/- 79.28 acres from T.H. and Mae Broyhill (Caldwell Furniture Company) to the City of Lenoir,
- Deed Book 125 at Page 182 dated December 10, 1924 +/- 206.49 acres from J.M. Bernhardt to the City of Lenoir,
- Deed Book 125 at Page 180 dated December 10, 1924 +/- 207.89 acres from J.M. and Ellen Bernhardt and George and Frances Harper to the City of Lenoir,
- Deed Book 102 a Page 267 dated August 14, 1923 +/- 43.9 acres from Andrew Morrow and Susan B. Absher to the City of Lenoir,
- Deed Book 102 at Page 262 dated August 14, 1923 +/- 13.8 acres from Andrew Morrow to the City of Lenoir, and
- Deed Book 144 at Page 558 dated March 21, 1930 +/- 18,265 ft<sup>2</sup> (approx. .42 acres) from Mary Mitchell to City of Lenoir, in the Office of the Register of Deeds for Caldwell County North Carolina.

### Project Description:

Grant Recipient originally requested \$755,993 of a total cost of \$1,838,724 to purchase a Conservation Easement on the Property. At its meeting in Raleigh, N.C. on November 20, 2015, the Trust Fund's Board of Trustees awarded an amount of **UP TO SEVEN HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED NINETY THREE DOLLARS (UP TO \$755,993)** for the Acquisition of the Property.

**Purpose:** The purpose(s) of the Grant is for the Acquisition and to preserve, enhance, restore, and maintain the natural features and resources of the Property, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment and for recreational, scientific, educational, cultural and aesthetic purposes

### Scope of Work:

This project involves a total of approximately 568.36 acres minus approximately 5 acres to be excluded and used as a law enforcement training facility. The remaining approximately 563 acres encompass portions of Zacks Fork Creek, Green Mountain/Zacks Fork natural area, and several natural communities.

Before the expiration date of the Grant Contract, funds from CWMTF will be used to purchase of a conservation easement at a bargain sale on approximately 563 acres.

The City will record a permanent, state-held conservation easement on the Property and the conservation easement will be monitored by Foothills Conservancy of North Carolina through a separate agreement with the Fund.

All Property acquisition value (whether purchased, realized from a bargain sale or donated) must be accounted for in the value approved by the NC State Property Office.

CWMTF Grant funds will reimburse the City toward the Conservation Easement value of the Property (minus any discounts accounted for in the budget such as from a bargain sale and/or donated acreage value of the Property) as outlined in the budget and as agreed to in the terms of this Grant Contract as long as the Conservation Easement purchase has occurred after the Award Date of the Grant.

Should the total property value as approved by the NC State Property Office be less than budgeted in Exhibit B, or should fewer acres be purchased, CWMTF will only reimburse in proportion to total matching funds as budgeted in Exhibit B.

**Conditions:**

1. The portion of the Property to be used for law enforcement training center will be surveyed and excluded from the Project.
2. No value of the excluded portion for the law enforcement training center will be used as matching funds or be used to calculate reimbursement from the Fund.
3. The state-held conservation easement will allow for use as emergency water supply in the future.
4. The existing dam and associated infrastructure will be excluded from the state-held easement area and will be the responsibility of the City. The City is not required to actively maintain the dam and associated infrastructure so long as it is not causing damage to in the watershed downstream.

**Schedule:**

1. The Project must be completed by the **Expiration Date**. The Trust Fund will not reimburse the Grant Recipient for costs incurred after the Expiration Date.
2. Submit all invoices and final reports by the **Reimbursement Date**. The Trust Fund will not accept or process invoices received after the Reimbursement Date.

**EXHIBIT B  
PROJECT BUDGET**

<b>Item</b>	<b>CWMTF Grant Amount</b>	<b>Matching Funds<sup>1</sup></b>	<b>Total Project Cost</b>
Property/Conservation Easement Acquisition	\$717,155	\$1,075,732	\$1,792,887
Transactional Costs <sup>2</sup>	\$10,000	\$7,000	\$17,000
Project Administration <sup>3</sup>	\$10,000	\$0	\$10,000
Stewardship	\$18,838	\$0	\$18,838
<b>Totals</b>	<b>\$755,993</b>	<b>\$1,082,732</b>	<b>\$1,838,725</b>
<b>Funding Percentages</b>	<b>42%</b>	<b>58%</b>	<b>100%</b>

**Budget Notes:**

<sup>1</sup> Source and dollar amounts of matching funds: Bargain sale of easement and local funds from City of Lenoir (\$1,082,732).

<sup>2</sup> Transactional costs include: surveys and legal descriptions; appraisals; Phase I Environmental Site Assessment; legal fees and closing costs; title insurance; recording fees; ad valorem taxes (Grant Recipient's portion); and baseline documentation report.

If you are requesting reimbursement for your own organization's work on the baseline documentation report, you must submit documentation of staff hours and hourly compensation rates (salary and fringe benefits) for time spent on the report plus actual mileage.

<sup>3</sup> If you are requesting Project Administration reimbursement or demonstrating Project Administration match, you must submit itemized documentation of staff hours and hourly compensation rates (salary and fringe benefits) for time spent on Project Administration. Only staff time is reimbursable under this line item.

**THE UNDERSIGNED HAS REVIEWED AND APPROVED THE BUDGET ON BEHALF OF THE GRANT RECIPIENT THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_.**

**SIGNATURE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**EXHIBIT C  
PRE-FUNDING CHECKLIST**

**EXHIBIT C.1**  
*Does not apply to this grant contract.*

## EXHIBIT C.2

### ASSURANCES FOR NON-FEDERALLY FUNDED CONTRACTS

The Grant Recipient acknowledges and certifies the following:

1. **DEBARMENT AND SUSPENSION** - To the best of its knowledge and belief, that the Grant Recipient and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
  - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. **LOBBYING** - To the best of the Grant Recipient's knowledge and belief, that:
  - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
  - (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress,

North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **DRUG-FREE WORK PLACE REQUIREMENTS** – The Grant Recipient will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grant Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Grant Recipient's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

- 4. **EQUAL EMPLOYMENT** – The Grant Recipient will comply with the provisions of the Equal Employment Practices Act set out in N.C.G.S. Chapter 143, Article 49A.
  
- 5. **LABOR STANDARDS** – The Grant Recipient will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of N.C.G.S. Chapter 95 regarding labor standards.
  
- 6. **COMPLIANCE WITH APPLICABLE LAW** – The Grant Recipient will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

As the duly authorized representative of the Grant Recipient, I hereby certify that the Grant Recipient will comply with the above certifications (Items 1 through 6):

1. Grant Recipient Name & Address:

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2. Typed Name and Title of Authorized Representative:

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3. Signature of Authorized Representative:

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4. Date:

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**EXHIBIT D**

**PRE-CLOSING CHECKLIST**  
**ACQUISITION OF**  
**FEE SIMPLE AND CONSERVATION EASEMENT**

**The following documents must be submitted for approval forty-five (45) business days before preferred Closing date. A final Closing date should not be set until Grant Recipient has received authorization to Close.**

1. **Appraisal.** Two (2) appraisals are required if the fee simple value or the easement value of the Property is greater than \$500,000. If the value of the Property exceeds \$500,000, contact the State Property Office (“SPO”) regarding instructions on ordering the second appraisal.

Appraisals must meet the following criteria:

- Appraisals must be performed by a North Carolina general certified appraiser and all appraisals must be summary appraisals in narrative form in accordance with Uniform Standards of Professional Appraisal Practice.
- The appraisal should reflect the market value of the Property or the Conservation Easement.
- Appraisals of the conservation easement should reflect the “before and after” approach, indicating the value before and after the easement was recorded on the Property.

Appraisals are subject to review by the SPO, and no grant funds will be disbursed until the appraised value has been approved in writing by the SPO.

2. **Conservation Easement(s) or Declaration of Restrictive Covenants.** The State-owned Conservation Easement through CWMTF and the match Conservation Easement, where applicable, shall convey such rights and establish such restrictions on the use of the Property as may be deemed suitable by CWMTF to accomplish the purposes set out in Exhibit A. **Any changes to the standard template for the State-owned Conservation Easement should be highlighted for review.**

3. **Assignment of Conservation Easement.** The Assignment of Conservation Easement executed by the Grant Recipient to the State as assignee shall be in the form satisfactory to the CWMTF. The Grant Recipient shall retain the non-exclusive rights to monitor, observe, and access the Property and the Conservation Easement area.

4. **General Warranty Deed to Grant Recipient (Fee Simple Acquisitions).** The description of the General Warranty Deed to the Grant Recipient must either be metes and bounds or refer to a recorded map or plat. The General Warranty Deed must indicate that the Grant Recipient will own and possess fee simple title to the Property, free and clear of any liens, charges, or encumbrances that would materially

affect the use of the Property as set forth in the Grant Contract and the Conservation Easement.

5. **Title Insurance.**

(a) **For Fee Acquisition:** The Title Policy must consist of a standard commitment on the form required by the American Land Title Association to issue a title insurance policy and show that title to the Property is vested in fee in the owner of the Property and insure the Conservation Easement interest in the State. Neither the Title Commitment nor the Title Policy shall contain an exception as to matters of survey. They shall provide for the following:

- Afford coverage to the State for the portion of the Grant used to purchase the Property; and
- Provide affirmative coverage for access over, upon, and across the Property to and from the Conservation Easement area, and from the Property to a publicly-maintained road; and
- Provide that a Closing Protection Letter will be issued to the CWMTF pursuant to NCGS Chapter 58, Article 26; and
- Indicate whether the Property is subject to any liens and defects.

(b) **For Conservation Easement Acquisitions:** A Title Commitment must be followed after closing by a Title Policy showing that title to the Property is vested in the owner of the Property and insure the Conservation Easement interest. The Title Policy must be issued without exception as to matters of survey, and shall provide for the following:

- Afford coverage to the State for the portion of the Grant used to purchase the Conservation Easement; and
- Provide affirmative coverage for access over, upon and across the Property, to and from the Conservation Easement area, and from the Property to a publicly-maintained road; and
- Provide that a Closing Protection Letter will be issued to the CWMTF pursuant to N.C.G.S. Chapter 58, Article 26; and
- Indicate whether the Property is subject to any liens and defects.

6. **Survey.** Any survey of the Property and/or the Conservation Easement obtained must meet the following criteria. Any deviation from these criteria must be approved by CWMTF staff in advance.

- Submit the survey to CWMTF for review prior to recordation.
- The configuration of any survey should simplify the project boundary and reduce the number of corners where new lines will be created. A strong preference for longer lines must prevail over shorter lines when considering the placement of lines and corners. Wetland delineations and measurements from the top of bank should serve as tools to help draw the conservation easement boundary, but should rarely be used as the boundary itself.

- All existing easements or rights-of-way that affect the project must be shown on the plat. When pre-existing easements and rights-of-way run parallel to the outer edge of the conservation easement, make the boundaries contiguous and exclusive.
- All surveys shall meet the Standards of practice for Land Surveying the North Carolina as described in Title 21, Chapter 56 of the North Carolina Administrative Code.
- The Provider shall show the existing property corners, easements, dwellings, roadways, and waterbodies on the survey plat.
- The Provider shall set 5/8" rebar 30" in length and 3-1/4" aluminum caps on all easement corners.
- All surveys shall be tied to the North Carolina State Plane Coordinate System NAD83 (NSRS2007) per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) regardless of whether the property is or is not within 2,000 feet of a geodetic monument and with application of 21-56.1607 GLOBAL POSITIONING SYSTEM SURVEYS or 21-56.1603 CLASSIFICATION OF BOUNDARY SURVEYS.
- The title block shall contain Property Identification Number, as assigned by the county where the Property is located, the Grant Contract Number, the name of the landowner, location, date surveyed, scale of the drawing, name, address, registration number and seal of the surveyor. A table of coordinates (northing and easting) for all property corners must be included on the plat. All corners shall be numbered consecutively starting with number 1. If multiple parcels comprise a single project, assign a unique number to each property corner within the project.
- The text metes and bounds description for each tract of the surveyed areas shall be provided on standard letter sized paper and titled "Exhibit B".
- The survey must specify the length of any of the Property or Conservation Easement boundaries shared with surface waters and the total length of stream buffered, if applicable.
- If the Property has no public road frontage, show a right of access to the Property and Conservation Easement area.

7. **Phase I Environmental Site Assessment (Optional).** The Phase I Environmental Site Assessment ("ESA") shall conform to the requirements of the latest version of American Society for Testing and Materials ("ASTM") Standard E-1527. CWMTF reserves the right to require the Grant Recipient to remedy any concerns prior to or subsequent to Closing. CWMTF must be included as an authorized user of the ESA. Provide one (1) copy of the report.

8. **Baseline Documentation Report (if necessary for future monitoring).** Whether a Baseline Documentation Report is required will be the sole decision of CWMTF and based on an evaluation of the Project's management and monitoring

requirements. The Baseline Documentation Report should be in the format set forth in CWMTF Stewardship Guidelines, available on the CWMTF website.

9. **Settlement Statement.** Settlement costs must be substantiated with invoices.

**EXHIBIT E**  
**POST-CLOSING CHECKLIST**

Within forty-five (45) business days of Closing, the following documents must be submitted to CWMTF on a CD or USB-drive. A paper copy of the recorded survey and Conservation Easement is also required.

1. Title Policy -.pdf format
2. Recorded Survey - .pdf format and two (2) full-sized and two (2) 8.5x11 inch surveys in paper copy
3. Easement Boundaries of CWMTF Conservation Easement area – ESRI shapefile and .dwg format. The shapefile must be created from the survey data – either taken from geo-referenced CAD files or entered directly from coordinate geometry.
4. Recorded Conservation Easement or Declaration of Restrictive Covenants- .pdf format and one (1) paper copy with original signature
5. General Warranty Deed - .pdf format
6. Signed Final Baseline Documentation Report (if required) - .pdf format
7. Fully executed settlement statement - .pdf format
8. Final Project Report, Exhibit G.2

**EXHIBIT F  
PAYMENT CHECKLIST**

**To request funds from CWMTF, the documents listed below must be submitted in paper copy to CWMTF with each pay request. CWMTF staff will complete the CWMTF Administrator portion.**

1	<input type="checkbox"/>	Pre-disbursement documents (Executed Contract, Exhibit C) have been submitted; OR are attached.
2	<input type="checkbox"/>	Signed Cover Letter requesting reimbursement and confirming compliance with all terms of the Contract.
3	<input type="checkbox"/>	The Exhibit K, CWMTF Invoice Form is complete and signed by the GRANT RECIPIENT. a) Budget on the Invoice Form matches the original budget or a CWMTF approved revision. b) "Previously Spent" numbers have been accurately carried forward from the prior request. c) All lines of the Invoice Form are totaling correctly. d) All totals spent to date on this current request are still within each budgeted line item. e) Cost is being allocated to CWMTF and to matching funds in correct proportion to the original funding commitment as outlined in the grant contract budget.
4	<input type="checkbox"/>	All invoices and supporting documentation to substantiate costs as reported on the Invoice Form are attached and the following conditions have been met: a) All invoices are attached for both CWMTF funds AND matching funds expenditures. b) All invoices are dated after the CWMTF Award Approval Date. c) All invoices are FROM vendors/contractors TO the Grant Recipient. d) Statement of Staff Time on CWMTF form is attached if staff time is reported for reimbursement or match e) Statement of Staff Time – BDR on CWMTF form is attached if staff time is reported for reimbursement of match for work on Baseline Documentation Report
5	<input type="checkbox"/>	All documents (e.g. survey, appraisal, BDR) for which CWMTF funds OR matching funds expenditure are requested are submitted with payment request.
6	<input type="checkbox"/>	<input type="checkbox"/> Current Progress Report; OR <input type="checkbox"/> Final Report is attached.
7	<input type="checkbox"/>	IF CLOSING COSTS ARE REQUESTED: <input type="checkbox"/> Settlement statement attached and back-up invoices for any closing costs are included. <input type="checkbox"/> Memo from State Property Office approving acquisition value. <input type="checkbox"/> Memo from State Property Office approving closing. <input type="checkbox"/> STATE AGENCIES: State Property Office check request is attached. <input type="checkbox"/> STATE AGENCIES: Journal Voucher, if required

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CWMTF ADMINISTRATOR**

Date Submitted: \_\_\_\_\_ Requested Amount: \_\_\_\_\_ Amount Approved \_\_\_\_\_

- Scope of work review.  
 Any variance in scope of work is documented on decision matrix form.  
 Stewardship funds are withheld from payment and will be transferred to State Endowment.

Comments:

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT G**  
**QUARTERLY REPORT and FINAL REPORT FORM**

**EXHIBIT G.1**  
**QUARTERLY REPORT**  
**Acquisition Grants**

*Submit every 3 months and with each payment request.*

Grant #: \_\_\_\_\_ Tract Name: \_\_\_\_\_  
 Report Period: from \_\_\_\_\_ to \_\_\_\_\_ Date Submitted \_\_\_\_\_  
 Effective Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_

Grant Recipient \_\_\_\_\_  
 Primary Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email address \_\_\_\_\_  
*Has any of the contact information changed?*

Is there a pay request attached?

Project Schedule (check one)  
 on schedule                      delayed                      canceled                      complete

**Narrative Project Report:** *provide a complete and detailed narrative status report on the Project for the current reporting period. Include all progress made, problems encountered, and resolution to those problems. Attach any relevant photographs or documentation that helps demonstrate the status of the Project or problems encountered. Attach additional pages as necessary.*

**EXHIBIT G.2**  
**FINAL REPORT**  
**Acquisition Grants – Non Profits and Local Government**

Grant #: \_\_\_\_\_ Grant Recipient & Tract Name: \_\_\_\_\_

Conservation Easement or Declaration of Restrictive Covenants was recorded on \_\_\_\_\_ (date)  
 in \_\_\_\_\_ County, Deed Book \_\_\_\_\_ Page \_\_\_\_\_

Acres under state-held (CWMTF) Conservation Easement \_\_\_\_\_  
 Acres under another easement/restrictions \_\_\_\_\_ held by \_\_\_\_\_  
 Total acres under easement or restrictive covenants \_\_\_\_\_

Acres to be monitored using CWMTF stewardship funds \_\_\_\_\_

I, in my official capacity as \_\_\_\_\_ in relation to the Grant Recipient, acknowledge that all work was completed within the contract period and no more invoices will be submitted. I, in my official capacity, further acknowledge that all of the final documents listed below have been submitted to CWMTF. I understand CWMTF will unencumber any remaining funds and transfer stewardship endowment funds to the state treasurer, if applicable.

Signature \_\_\_\_\_ Date \_\_\_\_\_

		Document	# copies	format	date submitted
1	<input type="checkbox"/>	Title Policy	1	.pdf	
2	<input type="checkbox"/>	Recorded Survey (full-sized and 8.5x11 inch survey)	2 1	paper .pdf	
3	<input type="checkbox"/>	Easement Boundaries of CWMTF easement area	1 1	ArcGIS shapefile .dwg	
4	<input type="checkbox"/>	Recorded Conservation Easement	2 1	paper .pdf	
5	<input type="checkbox"/>	General Warranty Deed (fee simple acquisitions)	1	.pdf	
6	<input type="checkbox"/>	Signed Final Baseline Documentation Report (for easements to be monitored by non-profit organizations)	1	.pdf	
7	<input type="checkbox"/>	Fully executed settlement statement	1	.pdf	

Please submit all electronic files on a CD or USB drive – do not email.

## EXHIBIT H ADDITIONAL DEFINITIONS

The definitions set forth in N.C.G.S. Chapter 143C shall apply to this Grant Contract except as otherwise provided herein below. The definitions provided by 09 N.C.A.C. 03M shall apply to this Grant Contract to the extent they are not in conflict with N.C.G.S. Chapter 143C or this Grant Contract. In the event of conflict, N.C.G.S. Chapter 143C shall control over 09 N.C.A.C. 03M, and this Grant Contract shall control over N.C.G.S. Chapter 143C.

- (1) "Grant" and "grant funds" as defined in N.C.G.S. §143C-6-23 means State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers' and State Employees, or other similar medical programs. For purposes of this Grant Contract, both "grant" and "grant funds" shall be referred as the Grant which is provided to the Grant Recipient to carry out the objectives of the Grant Contract.
- (2) "Grantee" as defined in the N.C.G.S. § 143C-6-23 means a non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Grant Contract however, a "grantee" as defined in N.C.G.S. §143C-6-23 shall be referred to as the Grant Recipient and the term "grantee" shall mean and refer to an entity that is the recipient of an interest in real property.
- (3) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective. For purposes of this Grant Contract, the Grantor is Clean Water Management Trust Fund.
- (4) "State agency" shall mean a unit of the executive, legislative, or judicial branch of State government, such as a department, institution, division, commission, board, council, or The University of North Carolina. The term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the Clean Water Management Trust Fund are State agencies.
- (5) "Subgrantee" as defined in N.C.G.S. §143C-6-23 means a non-State entity that receives State funds as a grant from a grantee, as defined in N.C.G.S. § 143C-6-23, or from another subgrantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Grant Contract however, a "subgrantee" shall be referred to as a "sub-grant recipient."

**EXHIBIT I**  
**GENERAL TERMS AND CONDITIONS**

A. Affirmative Covenants

1. Title. If the property right to be acquired is fee title, Grant Recipient shall acquire good and marketable title to the Property free and clear of any liens, other charges or encumbrances that would materially affect the use of the Property as intended under this Grant Contract. The General Warranty Deed shall convey such rights and establish such restrictions on use as may be deemed by the Trust Fund or the State suitable to accomplish the purposes set out in Exhibit A. Outstanding mineral rights are not an acceptable exception to title unless specifically approved by the Trust Fund's Board of Trustees.

2. Conservation Easement. If the property right to be acquired is a conservation easement, Grant Recipient shall obtain a valid and enforceable Conservation Easement, and assure that the Seller has possession and ownership, free and clear of any liens, other charges or encumbrances that would materially affect the use of the Property as intended under the Conservation Easement. The Grant Recipient will be the holder of the Conservation Easement and will then immediately assign the Conservation Easement to the State by and through the Trust Fund or continue to hold the Conservation Easement, based on CWMTF's evaluation of the Project's management or monitoring requirements. Whether the Grant Recipient will immediately assign or hold the Conservation Easement will be the sole decision of CWMTF. The Conservation Easement shall convey such rights and establish such restrictions on use as may be deemed by the Trust Fund or the State suitable to accomplish the purposes set out in Exhibit A and indemnifications satisfactory to the Trust Fund. Grant Recipient covenants that it will monitor the Property for compliance with the restrictions on use contained in the Conservation Easement, and will report any observed or suspected violations to the Trust Fund.

3. No Mitigation. Grant Recipient shall not use the Property or any portion thereof to satisfy compensatory mitigation requirements under 33 USC § 1344 or N.C.G.S. §143-214.11.

4. Right of Entry and Inspections. The Grant Recipient shall permit CWMTF's representatives to enter the Property for inspection of the Property and to enter any other premises of the Grant Recipient associated with the activities of the Grant Recipient pursuant to the Grant, including to review books and records in any way related to the Grant or the Property.

5. Retention, Operation, Maintenance and Use. Grant Recipient agrees to carry out the Acquisition as approved by the Trust Fund. The Grant Documents and accompanying or related plans, specifications, estimates, procedures and maps submitted to the Trust Fund by the Grant Recipient are the foundation of this Grant Contract. Only changes deemed non-material in type at the discretion of the Executive Director of the Trust Fund may be made without the consent of the Trust Fund's Board of Trustees. Furthermore, Property interests acquired with Grant assistance from the Trust Fund shall be used for the purposes identified in the Grant Contract, and Grant Recipient hereby agrees to file or record such restrictions as may be required to assure such continued use and the continued validity of any Conservation Easement, if applicable.

6. Signage. If funds are available in the Grant Contract at the end of the Project, the Grant Recipient agrees to post signs, acknowledging CWMTF as the source of monies for conservation of the Property, on publically visible areas of those Properties that have public access and/or where private property owners are amenable to signage. CWMTF will provide art work for the signs.

7. Publicity. To the extent possible, the Grant Recipient will use its best efforts to appropriately publicize the Project's benefits to the general public, local government and state representatives, including the role of the Trust Fund in the funding and development of the project.

8. Conflicts of Interest. Grant Recipient shall at all times comply with Grant Recipient's conflict of interest policy.

9. Compliance with Reporting Requirements. Grant Recipient shall comply with the reporting requirements contained in Section 9 of the Grant Contract, and in N.C.G.S. Chapter 143C, Article 6, Part 3, and 09 N.C.A.C. Subchapter 03M-Uniform Administration of State Grants, including audit oversight by the Office of the State Auditor, the provision of access to the accounting records by both the funding entity and the Office of the State Auditor in accordance with N.C.G.S. §147-64.7, and availability of audit work papers in the possession of any auditor of any recipient of State funding. If a grant recipient has not met these reporting requirements and fails to submit revised reports in accordance with a grantor agency determination letter, the grantor agency shall suspend further payments to the grant recipient and report the grant recipient to the Office of the State Auditor and the Office of the State Controller.

10. Books and Records. Grant Recipient agrees to maintain and make available for inspection by the Trust Fund, at all reasonable times, all documents, books, and records of all expenditures for costs applicable to this Grant Contract, and to submit properly certified billings for such costs on forms prescribed by the Trust Fund and supported by detailed data sheets which will facilitate the audit of the Grant Recipient's records. Further, Grant Recipient shall maintain all Grant records for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

11. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant funds.

12. Permits and Approvals. All required regulatory approvals to use the Property and the Conservation Easement area in accordance with Exhibit A have or will be obtained.

13. Stewardship. If the Project includes the recordation of a Conservation Easement, Grant Recipient acknowledges and agrees to the following terms and conditions regarding stewardship of the Conservation Easement:

- a) Regardless of whether the State is the Grantee of the Conservation Easement, the Grant Recipient shall monitor and observe the Property and the Easement Area at least annually in perpetuity unless otherwise set forth on Exhibit B of this Grant Contract; and
- b) The purpose of such stewardship shall be to assure compliance with the purposes and provisions of the Grant Contract, as set forth in Exhibit A, and the Conservation Easement; and
- c) Unless otherwise set forth on Exhibit B of this Grant Contract, Grant Recipient will report on the condition of the Easement Area or provide for such reporting to the Trust Fund no less frequently than once a year; and further will report immediately to the Trust Fund any observed and/or known violations of the Conservation Easement or the Grant Contract; and
- d) Any associated stewardship monies awarded under the Grant Contract will be administered pursuant to N.C.G.S. § 143B-135.236, N.C.G.S. § 147-69.2, and N.C.G.S. § 147-69.; and
- e) The Parties shall enter into a separate written Stewardship Contract setting forth the terms and conditions of the stewardship obligation including invoicing and payment. Such separate Stewardship Contract may be assignable by either Party with the prior written consent of both Parties, but only to an entity that is qualified to receive a grant from the Trust Fund, is a qualified holder of conservation agreements under the Uniform North Carolina Conservation and Historic Preservation Agreements Act, (N.C.G.S. Chapter 121, Article 4), or any successor statute, and is a qualified organization as that term is defined in 26 U.S.C. § 170(h)(3) of the Internal Revenue Code (the "Code"), as amended, or any successor section, and the regulations promulgated there under the Code, which is organized or operated primarily for one of the conservation purposes specified in 26 U.S.C. § 170(h)(4)(A) of the Code.

Stewardship monies in this Grant Contract will not be paid out under this Grant Contract but will be transferred to the Office of the State Treasurer for investment in the CWMTF's N.C. Conservation Easement Endowment Fund at the closing of this Grant Contract.

## B. Representations and Warranties

In order to induce the Trust Fund to enter into this Grant Contract and to make the Grant as herein provided, the Grant Recipient, after reasonable inquiry, makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and the other Grant Documents, any inspection or examinations at any time made by or on behalf of the Trust Fund, and the Acquisition by the Grant Recipient:

1. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of the Grant Recipient threatened against or affecting the Grant Recipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Grant Recipient's ability to observe and perform its obligations under this Grant Contract.
2. No Untrue Statements. Neither this Grant Contract nor any information, certificate, statement, or other document furnished by Grant Recipient in connection with the Grant, contains any untrue statement of a material fact or omits disclosure of a material fact which affects the Property, any subsequent Conservation Easement on the Property or the ability of the Grant Recipient to perform under this Grant Contract.
3. Zoning. The present and proposed use of the Property, including, without limitation, the purpose of the Conservation Easement, is in compliance with all zoning ordinances, and all municipal and other governmental and regulatory approvals have been or will be obtained for the use and for operation of the Property according to this Grant Contract.
4. Environmental Condition of Property. The Parties acknowledge that, as of the Effective Date of this Agreement, the Grant Recipient has not yet received the ESA. Accordingly, the Grant Recipient warrants, represents and covenants to the Trust Fund that to the best of its knowledge as of the Effective Date: (a) the Property is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (b) there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith; (c) there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in this Grant Contract; and (d) the Grant Recipient will not allow such uses or conditions.
5. Access. There is, or shall be by the date of Closing, legal access to the Property from a public roadway, and access over, upon and across the Property to and from the easement area. If the Property is surrounded by water, there is access to the Property from the waters of the State.
6. Tax Exempt Status. As applicable, the Grant Recipient shall maintain tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (or any successor section) and the regulations promulgated there under (the "Code") and shall notify the Trust Fund within thirty (30) days upon any change in its status under the Code.

## C. Termination: Events of Default

1. Termination by Mutual Consent. The Parties may terminate this Grant Contract by mutual written consent with sixty (60) days prior notice, or as otherwise provided by law.
2. Termination for Cause. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Grant Recipient of its obligations to the Trust Fund, and shall entitle the Trust Fund to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:
  - (a) Property Unsuitable. A determination by the Trust Fund, prior to the date of Closing that the Property is unsuitable for the purpose for which this Grant contract is made.

- (b) Unsuitable Use. The Property is used in a manner materially inconsistent with the purposes of this Grant Contract or the Conservation Easement that Grant Recipient agrees to obtain in accordance with this Grant Contract.
- (c) Default in Performance. The default by the Grant Recipient in the observance or performance of any of the terms, conditions or covenants of the Grant Contract, including, without limitation, a failure to satisfy any condition precedent to disbursement or reimbursement set forth in conditions 5 and 6 thereof; provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and thirty (30) days from the date of receipt of written notice in which to cure said default.
- (d) Misrepresentation. If any representation or warranty made by the Grant Recipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- (e) Eligibility of Grant Recipient. If Grant Recipient ceases to be qualified to receive Grant funds, is dissolved, or otherwise ceases to exist.
- (f) Failure to Monitor Conservation Easement. If the Grant Recipient fails to notify the Trust Fund of any potential violation of the Conservation Easement within a reasonable period of time so as to avert or cure any potential violation.

#### D. The Trust Fund's Rights and Remedies

If an Event of Default shall occur, the Trust Fund shall have the following rights and remedies, all of which are exercisable at the Trust Fund's sole discretion, and are cumulative, concurrent and independent rights:

1. Default Prior to Closing. If an Event of Default occurs prior to the date of Closing, the Trust Fund may, at its discretion, suspend and/or terminate all obligations of the Trust Fund hereunder and Grant Recipient shall immediately refund all money previously paid to the Grant Recipient under this Grant Contract. If in the judgment of the Trust Fund, such failure was due to no fault of the Grant Recipient, amounts required to resolve, at minimum costs, any irrevocable obligations properly incurred by Grant Recipient shall, in the discretion of the Trust Fund, be eligible for reimbursement under this Grant Contract.
2. Default Subsequent to Closing.
  - (a) If an Event of Default occurs subsequent to Closing of a Conservation Easement assigned to the State, the Trust Fund or State shall be entitled to maintain and enforce its rights under the Conservation Easement, in which case the Trust Fund shall have no right to receive any reimbursement, refund or repayment of any money paid Grant Recipient under this Grant Contract.
  - (b) If an Event of Default occurs subsequent to the Closing and Grant Recipient has received title to the Property, then the Grant Recipient shall convey and transfer to the State or designee all its underlying fee simple title to the Property, by general warranty deed, free and clear of any liens, charges or encumbrances that would materially affect the use of the Property as set forth in the Conservation Easement, in which case the Trust Fund shall have no right to receive any reimbursement, refund, or repayment of any money paid to Grant Recipient under this Grant Contract.
  - (c) If an Event of Default occurs subsequent to the Closing and the Grant Recipient holds the Conservation Easement, the Trust Fund and State may seek to obtain title to the Conservation Easement in order to preserve or protect its interest in the Property; or the Trust Fund may suspend and/or terminate all obligations of the Trust Fund hereunder, and the Grant Recipient shall immediately return to the Trust Fund all money previously paid to the Grant Recipient under this Grant Contract.

(d) If an Event of Default occurs subsequent to Closing and a third party has received the Conservation Easement, the Trust Fund and State may seek to obtain title to the Conservation Easement in order to preserve or protect its interest in the Property; or the Trust Fund may suspend and/or terminate all obligations of the Trust Fund hereunder, and the Grant Recipient shall immediately return to the Trust Fund all money previously paid to the Grant Recipient under this Grant Contract.

3. Non-waiver. No delay, forbearance, waiver, or omission of the Trust Fund to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Trust Fund may be exercised from at any time and as often as may be deemed expedient by the Trust Fund.

#### E. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified or amended only by written agreement executed by all Parties.

2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the Trust Fund, the State and the Grant Recipient, and their respective successors and assigns, subject always to the provisions of paragraph E.6 of this Exhibit I. Except for the State, there shall be no third party beneficiaries to this Grant Contract.

3. Further Assurance. In connection with and after the payment of Grant funds under this Grant Contract, upon the reasonable request of the Trust Fund, the Grant Recipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the Trust Fund or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract and the purposes of the Conservation Easement.

4. Compliance by Others. The Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any sub-grant recipient, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated or assigned pursuant to this Grant Contract. Delegation by the Grant Recipient to a sub-grant recipient of any duty or obligation hereunder does not relieve the Grant Recipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by the Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Grant Recipient and sub-grant recipient, shall be in accordance with paragraph E.8 of this Exhibit I, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and neither this Grant Contract nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Grant Contract nor any of the Grant Documents shall in any way be interpreted or construed as making the Grant Recipient, its agents or employees, agents or representatives of the Trust Fund. The Grant Recipient is and shall be an independent contractor in the performance of this Grant Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its agents and employees. In no event shall the Trust Fund be liable for debts or claims accruing or arising against the Grant Recipient. The Grant Recipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Grant Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, the Trust Fund.

6. Indemnity. The Grant Recipient agrees, to the fullest extent permitted by law, to release, protect, indemnify and hold harmless the State, the Trust Fund, its Trustees, employees, agents and assigns against any and all claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Grant

Recipient, its employees, or agents in use or management of the Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; or (c) the performance of the Grant Recipient's duties under this Grant Contract. The obligations under this Section are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.

7. No Discrimination. The Grant Recipient shall assure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex or national origin.

8. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the Parties; provided, however, that the Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the Trust Fund, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void. In the event assignment is allowed, neither the Grant Recipient nor the sub-grant recipient shall be relieved of any of the duties and responsibilities of the Grant Contract. Further, the sub-grant recipient shall agree to abide by the all the requirements of this Grant Contract, and to provide all information needed in order for the Grant Recipient to comply with this Grant Contract.

9. Governing Law, Construction and Jurisdiction. This Grant Contract and the other Grant Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or against either party hereto. The Grant Recipient hereby submits to the jurisdiction of the state and Federal courts located in North Carolina and agree that the Trust Fund may, at its option, enforce its rights under the Grant Documents in such courts. The Parties intend this document to be an instrument executed under seal. The Trust Fund and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the Trust Fund or partnership or limited liability company as his/her/its legal seal.

10. Savings Clause. Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

11. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.

12. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Grant Contract and/or any of the Grant Documents, by its context or otherwise, evidences the intent of the Parties that such provisions should survive the Closing or termination of this Grant Contract, the provisions shall survive the Closing or any such termination.

13. Entire Grant Contract; Incorporation of Exhibits. This Grant Contract constitutes the entire Grant Contract between the Parties with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

14. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Grant Contract.

15. Time of the Essence. Time is of the essence in the performance of this Grant Contract.

**EXHIBIT J**

*Does not apply to this grant contract.*

**EXHIBIT K  
CWMTF INVOICE FORM**

**Exhibit K: CWMTF Request for Payment/Reimbursement Form**

CWMTF Project Number	2015-033
Project Name	City of Lenoir, Watershed
Contract Expiration Date	May 31, 2018
1 Payment Request Number & Date	Request No.: _____ Date: _____

<b>CWMTF FUNDS \$755,993</b>	Amount CWMTF Funds Remaining: <b>\$755,993.00</b>			
	a	b	c	d
2 <b>Activity</b>	CWMTF Budget	Previously Spent from CWMTF Budget	Total spent this invoice period from CWMTF Budget	Total spent to date from CWMTF Budget
Property/Conservation Easement Acquisition	\$717,155	\$0.00	\$0.00	\$0.00
Transaction costs	\$10,000	\$0.00	\$0.00	\$0.00
Stewardship Expenses/Endowment	\$18,838	\$0.00	\$0.00	\$0.00
Project Administration	\$10,000	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$755,993</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
			<b>Amount Requested this Invoice</b>	<b>\$0.00</b>

<b>ALL MATCHING FUNDS: \$1,082,732</b>	Amount Matching Funds Remaining: <b>\$1,082,732.00</b>			
	e	f	g	h
3 <b>Activity</b>	Matching Funds Budget	Previously Spent from Matching Funds	Total spent this invoice period from Matching Funds	Total spent to date from Matching Funds
Property/Conservation Easement Acquisition	\$1,075,732	\$0.00	\$0.00	\$0.00
Transaction costs	\$7,000	\$0.00	\$0.00	\$0.00
Stewardship Expenses/Endowment	\$0	\$0.00	\$0.00	\$0.00
Project Administration	\$0	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,082,732</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**READ CAREFULLY THE CERTIFICATIONS IN THIS BOX**

I, in my official capacity representing the Grant Recipient, certify that, to the best of my knowledge and belief, the amounts in this payment request for which payment by CWMTF is requested were incurred according to the terms of the Grant Contract and that these amounts have not previously been requested for payment.

I further certify that, in accordance with paragraph 7 of the Grant Contract:

- (1) if any expenditures incurred and owed to a vendor(s) have not yet been paid, said expenditures will be paid within three (3) banking days after receiving corresponding payment from CWMTF, and I will confirm in writing to the Trust Fund that all such previously unpaid vendor invoices have been paid; and
- (2) if any funds requested are to be paid at Closing, said funds will be immediately transferred after receiving corresponding payment to the Grant Recipient's closing attorney to be held in trust pending Closing, which will be scheduled within three (3) banking days of receipt of funds or as soon as possible thereafter and the Closing date will be communicated to CWMTF staff prior to Closing.

Direct questions about this form to the Contract Administrator, Nancy Guthrie at (919) 707-9126 or Nancy.Guthrie@ncdenr.gov

Submitted by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

2015-033 City of Lenoir, Watershed  
 May 25, 2016

**EXHIBIT L  
STATEMENT OF STAFF TIME**

**EXHIBIT L.1  
STATEMENT OF STAFF TIME – Project Administration  
Grant Recipient Staff Time on a CWMTF Grant Funded Project**

CWMTF Grant #: \_\_\_\_\_ Grant Recipient: \_\_\_\_\_ Date: \_\_\_\_\_

<u>Time Period During Which Work Was Performed (date range):</u>				
<u>Staff Person (Job Title; Name (Optional))</u>	<u>Project Administration Task Performed*</u>	<u>Hours Spent on Tasks Performed During Time Period</u>	<u>Hourly Rate**</u>	<u>Total</u>
			\$	\$ (Hours X Hourly Rate)
<b>Total</b>				<b>\$</b>

*\*Provide specific detail of all tasks and use additional space/pages as needed.  
 \*\*The hourly rate must be the actual, direct cost of the services provided (rate of pay) and may include fringe benefit cost but may NOT include indirect/overhead cost.*  
 I affirm that all of the information presented in this statement is accurate to the best of my knowledge.

---

Name \_\_\_\_\_ Title \_\_\_\_\_

---

Signature (Individual authorized to sign as to the accuracy of information provided) \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT L.2**  
**STATEMENT OF STAFF TIME – Baseline Document Report (BDR)**  
**Grant Recipient Time on a CWMTF Grant Funded Project**

**CWMTF Grant #:** \_\_\_\_\_ **Grant Recipient:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Time Period During Which Work Was Performed (date range):</b>				
<u>Staff Person (Job Title: Name (Optional))</u>	<u>BDR Task Performed*</u>	<u>Hours Spent on Tasks Performed During Time Period</u>	<u>Hourly Rate**</u>	<u>Total</u>
			\$	\$ (Hours X Hourly Rate)
<b>Staff Time Subtotal</b>				<b>\$</b>
<b>Mileage</b>				
<u>Staff Person (Job Title: Name (Optional))</u>	<u>BDR Task Performed*</u>	<u>Mileage</u>	<u>IRS Mileage Reimbursement Rate</u>	<u>Total</u>
				\$ (Mileage X Rate)
<b>Mileage Reimbursement Subtotal</b>				<b>\$</b>
<b>Total</b>				<b>\$ (Staff Time Subtotal + Mileage Subtotal)</b>

*\*Provide specific detail of all tasks and use additional space/pages as needed.*

*\*\*The hourly rate must be the actual, direct cost of the services provided (rate of pay) and may include fringe benefit cost but may NOT include indirect/overhead cost.*

I affirm that all of the information presented in this statement is accurate to the best of my knowledge.

<u>Name</u>	<u>Title</u>
<u>Signature (Individual authorized to sign as to the accuracy of information provided)</u>	<u>Date</u>

**EXHIBIT M****Confirmation of Grant Funds Paid to Grantee's Payees (Vendors)**

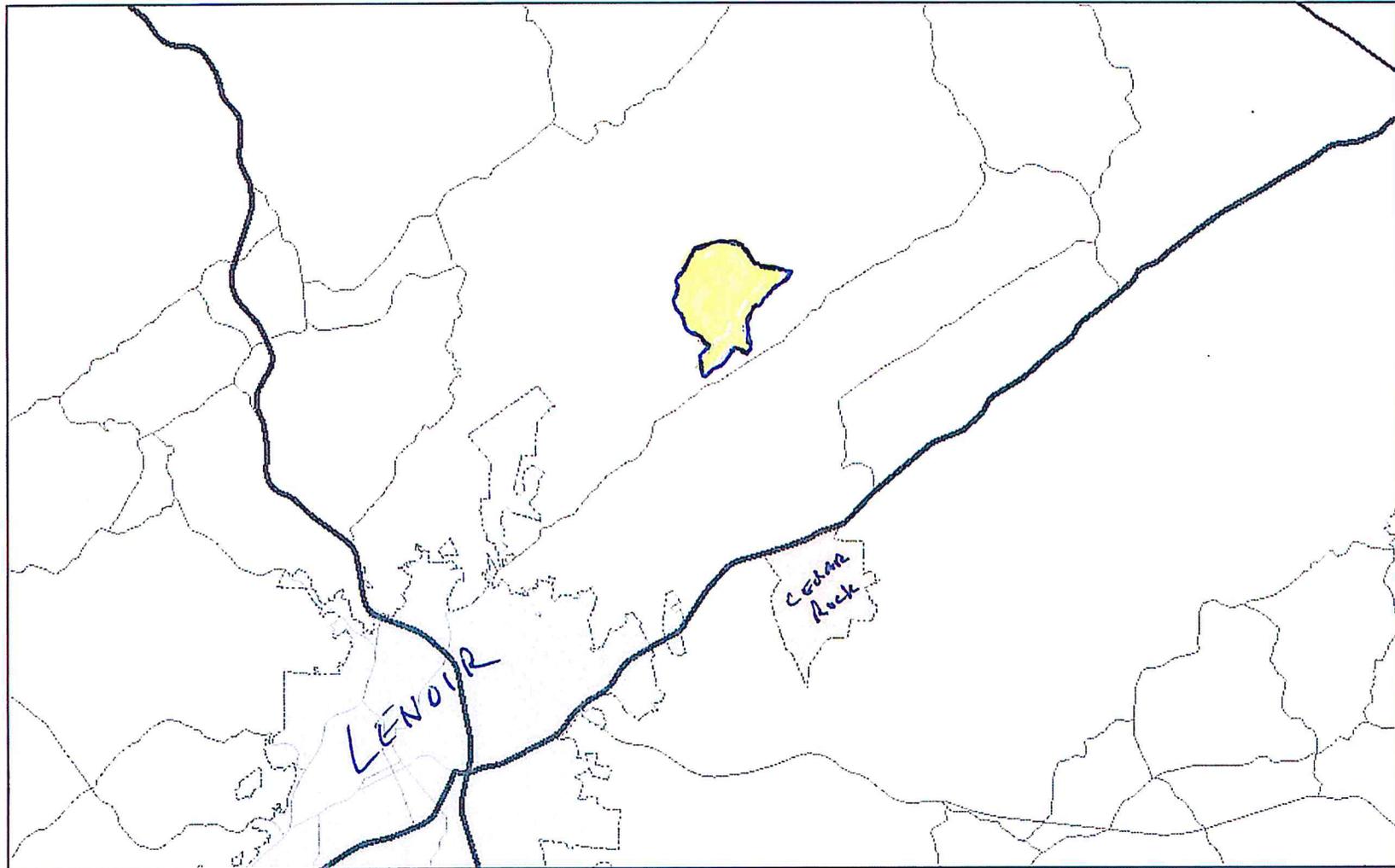
			Confirmation of Grant Funds Paid to Grantee's Payees (Vendors)	
1	CWMTF Grant #:			
2	Grant Recipient:			
3				
4	Amount of payment received from CWMTF:		\$	
5	Amount of that payment that was still owed to the grantee's vendors:		\$	
6				
7	Per the CWMTF grant contract, we confirm that the grant funds received as noted on line 5 above were paid to the ultimate payee of the funds (i.e. vendor, contractor, etc.) within three banking days of receipt (details below).			
8				
9	<u>Date Payment Received from CWMTF/NCDNCR</u>	<u>Date Payment Made to Payee (must be within 3 banking days of payment receipt date)</u>	<u>Payee (Vendor)</u>	<u>Amount</u>
10				\$
11				\$
12				\$
13				\$
14				\$
15				\$
16				\$
17	<b>Total Paid (This amount must match the amount on line 5 above)</b>			<b>\$</b>

**\*\*\*Attach copies of the checks paid to vendors for each payment listed above.**

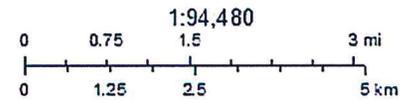
Grant Recipient Authorized Signature

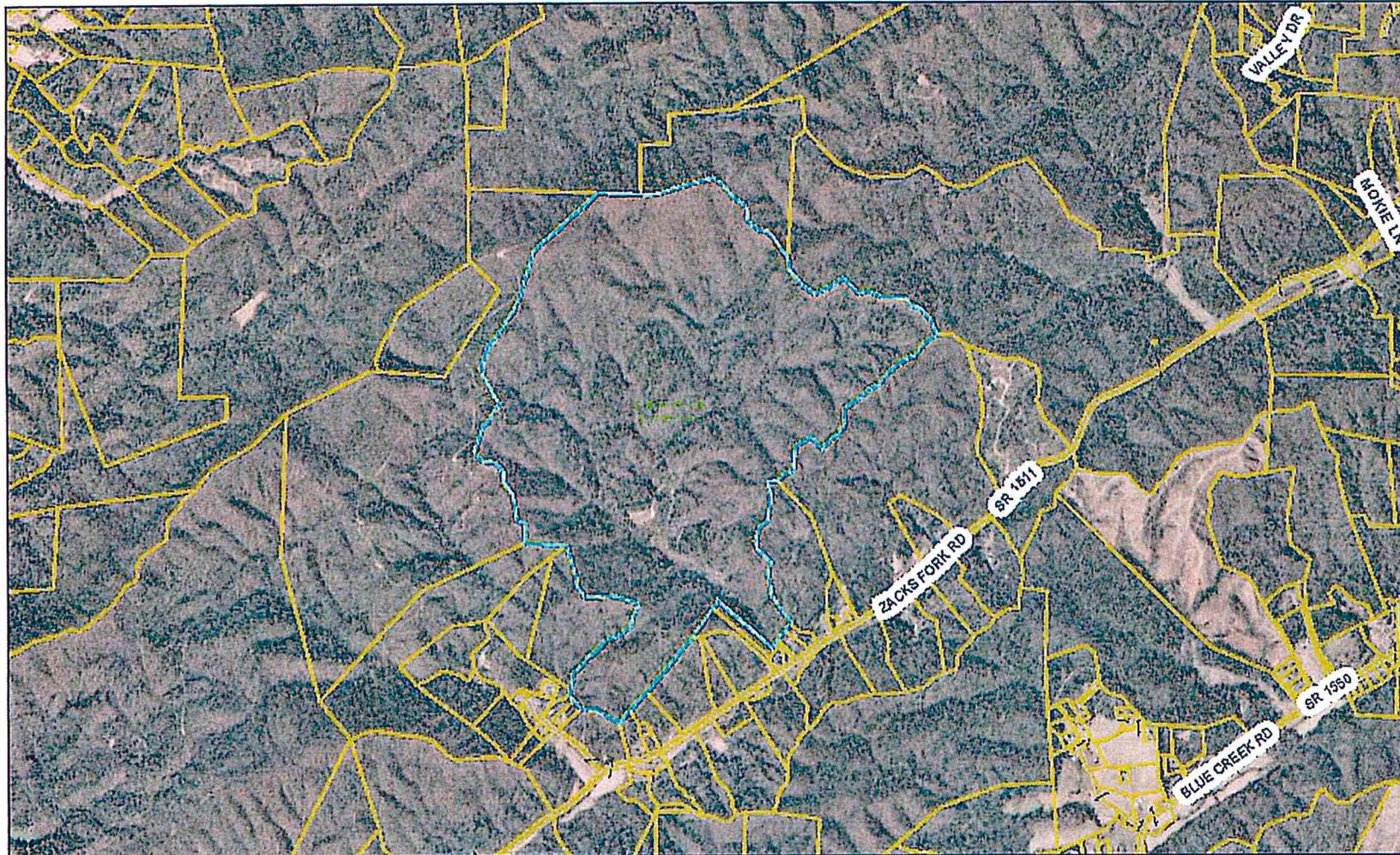
Date

### Caldwell County



June 2, 2016



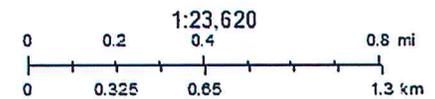


**Owner** CITY OF LENOIR  
PO BOX 958  
LENOIR, NC 28645

**Acct Number** 49402  
**Parcel ID** 09164 1 2  
**NCPIN** 2862647176

**Deferred Val** 0  
**Asses sed Val** \$1,039,500  
**Calc Acreage** 598.092094  
**Land Units** 568.36 (AC)  
**Legal Desc** 0102/0262  
**Plat Ref** /  
**Property Addr** ZACKS FORK RD

### Caldwell County



June 2, 2016

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

- I. **Agenda Item:** VI. B.2. Approve Proposal for Project Administration Services for NC Clean Water Management Trust Fund Grant **Note:** This item was tabled from the June 21st City Council Meeting in order to allow Council to receive additional information clarifying the feasibility of mountain biking within the Conservation Easement.
- II. **Background Information:** As you are aware, Martin-McGill, Inc. provided assistance to the City of Lenoir in submission of a NC Clean Water Management Trust Fund (CWMTF) application that secured a \$755,993 grant for a conservation easement on the Lenoir Watershed. Enclosed please find a proposal for your consideration for project administration services related to the grant award.

Under this proposal, Martin-McGill will ensure that all deliverables outlined in the NC CWMTF contract scope of work are completed on schedule, including submission of all reporting requirements and reimbursement requests for a fee of \$10,000. The CWMTF grant includes reimbursement of up to \$10,000 to the City of Lenoir for project administration costs.

Alice Briggs with Martin-McGill will be in attendance.

- III. **Staff Recommendation:** If Council accepts the NC CWMTF grant, please accept the attached grant project administration services proposal from Martin-McGill for a fee of \$10,000.
- IV. **Reviewed by:**

**City Attorney:**

**City Manager:**





May 26, 2016

Mr. Scott Hildebran  
 City Manager  
 City of Lenoir  
 801 West Avenue Northwest  
 Lenoir, NC 28645

*Re: CWMTF # 2015-033 City of Lenoir Watershed Conservation Easement*

Dear Mr. Hildebran,

Thank you for the opportunity to present this proposal for consideration for project administration services related to the above referenced acquisition project.

The CWMTF agrees to reimburse the City of Lenoir for project administration costs consisting only labor for administrative work conducted exclusively on this project up to \$10,000. The City's requests for such reimbursement shall be made under the project administration line item of Exhibit B from the contract document and shall conform to the following:

- Costs allowable under the project administration line item include only costs of labor needed to comply with the general conditions of the Grant Contract.

Under this scope of work, Martin-McGill proposes to complete these activities associated with meeting the City's obligations for this acquisition project:

1. Prepare progress reports
2. Prepare payment requests
3. Prepare project final report
4. Assist with finalizing/negotiating the grant contract
5. Facilitate activities outlined in contract Exhibit D: Pre-Closing Checklist:
  - a. Coordinating appraiser for the 2<sup>nd</sup> appraisal following the State Property Office instructions
  - b. Coordinate with City's attorney:
    - i. General Warranty Deed
    - ii. Title Commitment / Title Insurance (paid for by the City)
    - iii. Closing documents
  - c. Obtain survey of property meeting the required criteria provided in Exhibit D (paid for by the City)
    - i. Martin-McGill to pursue 2 quotes for this service for the City's consideration
  - d. Coordinate completion of the Baseline Documentation Report with Foothills Conservancy
6. Exhibit E: Post-Closing Checklist: ensure submittal of the following within 45 days of Closing:
  - a. Title policy
  - b. Recorded survey
  - c. Easement boundaries – created from survey data
  - d. Recorded conservation easement



- e. General Warranty Deed
- f. Signed Final Baseline Documentation Report
- g. Fully executed settlement statement
- h. Final project report

Under this contract agreement, Martin-McGill will ensure that all deliverables outlined in your CWMTF contract scope of work are completed on schedule, reports are submitted to CWMTF on a quarterly basis, and invoices are submitted for reimbursement.

We propose to complete the scope of work outlined in this proposal for a fee of \$10,000.

Sincerely,

A handwritten signature in blue ink that reads "Jessica B. Martin".

Jessica B. Martin  
**Martin-McGill, Inc.**

Execution of this document in the space provided below acknowledges approval of the terms and provisions provided for herein.

\_\_\_\_\_  
 Scott Hildebran, City Manager  
 City of Lenoir

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Pre Audit Certification  
 City Finance Officer

\_\_\_\_\_  
 Date

**City of Lenoir**

**Notification List of Upcoming Board Re-Appointments**

**Mayor Gibbons will notify the general public of the following upcoming re-appointments to the City's Authorities/Boards/Commissions at the July 19 City Council Meeting. Note: These individuals will be presented for re-appointment at the August 3 Meeting.**

**ABC Board**

**Jerry Brooks**

**Lenoir Housing Authority**

**Lowmack Stover**

**Parks & Recreation Advisory Board**

**Joel Kincaid**

**Planning Board**

**Richard Hedrick**

**Lucy McCarl**