AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
CITY/COUNTY CHAMBERS
905 WEST AVENUE
TUESDAY, OCTOBER 4, 2016
6:00 P.M.

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

B. National Night Out: The Lenoir Police Department will host its annual National Night Out event on Tuesday, October 4 from 6:00 p.m. – 9:00 p.m. in downtown Lenoir. This year's event will include live music by Tim Hall & Country, Police Displays, Patrol Car Show, Downtown Scenic Tram Rides, Bounce House, and free food & popcorn. This is a Police-Community Partnership event and the Department invites everyone to come out and have a great time.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of minutes from the City Council Meeting of Tuesday, September 20, 2016 as submitted.

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. October Calendar: The calendar for the month of October will be presented to Council with various meetings and events.
2. The sixth annual "Loving Lenoir" Concert will be held at College Avenue Baptist Church on Sunday, October 2 beginning at 2:30 p.m.
3. The City/County Services Committee will meet on Monday, October 10 at 11:45 a.m.
4. The Caldwell County Economic Development Commission will meet on Tuesday, October 11 at 8:00 a.m.
5. A Community Meeting will be held on Tuesday, October 11 from 5:00 p.m. – 7:00 p.m. at the Caldwell County Library, Room 6, to receive community input regarding developing a Bike Plan for the City of Lenoir.
6. The Sister Cities Committee will meet on Thursday, October 13 at 1:15 p.m.
7. The Lenoir Business Advisory Board will meet on Thursday, October 13 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

8. The Smoking in the Foothills Annual Barbeque Event will be held on Friday October 14 from 5:00 p.m. – 10:30 p.m. and on Saturday, October 15 from 10:00 a.m. – 10:00 p.m. in downtown Lenoir.
9. The City/County Coordinating Committee will meet on Monday, October 17 at 11:30 a.m.
10. A Community Meeting for the Fairfield South Project will be held on Monday, October 17. **Note:** The Parks & Recreation Advisory Board will participate as part of their regular meeting.
11. The Lenoir ABC Board will host a joint meeting with the Lenoir City Council on Thursday, October 20 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

A. Notification of Upcoming Board Re-Appointment: Mayor Gibbons will recommend that Lemuel Patterson be considered for re-appointment to the City's Parks and Recreation Advisory Board at the City Council Meeting of Tuesday, October 18.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

NATIONAL

NIGHT OUT

POLICE-COMMUNITY PARTNERSHIPS

LENOIR POLICE

NORTH CAROLINA

Tues. Oct. 4, 2016

Live Music By:

TIM HALL & BUFFALO COUNTRY

IN GOD WE TRUST

6:00 PM - 9:00 PM

Downtown Lenoir

Bounce House

Downtown Scenic Tram Rides by Johnny Wilson Farm

Free Food

Patrol Car Show!

Police Displays

Free Popcorn

Local Community Organizations

LENOIR CITY COUNCIL
TUESDAY, SEPTEMBER 20, 2016
6:00 P.M.

PRESENT: Mayor Gibbons presiding. Councilmembers present were Edmisten, Perkins, Rohr, Stevens, and Thomas. Also in attendance were City Manager Hildebran, City Attorney Blair and City Clerk Cannon.

ABSENT: Councilmembers Perdue and Willis.

I. CALL TO ORDER

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

SPECIAL RECOGNITION; HARPER SCHOOL OF MUSIC:

B. On behalf of City Council, Mayor Gibbons presented a proclamation to Ms. Karen Burton, Executive Director, James C. Harper School of Performing Arts, proclaiming the week of September 26 through October 2 as "Loving Lenoir Week" throughout the City of Lenoir and Caldwell County.

Mr. Neal Isaac, addressed City Council and stated the purpose of celebrating "Loving Lenoir Week" is to sustain our legacy of music. Mr. Isaac stated their annual concert will be held on Sunday, October 2 beginning at 2:30 p.m. at College Avenue Baptist Church where several great musicians will perform including a world renowned opera singer, the Caldwell Men's Choir along with the cast that performed in the Sound of Music. He encouraged everyone to attend this sixth annual "Loving Lenoir" event.

Mayor Gibbons thanked Ms. Burton and Mr. Isaac for all they do for the City of Lenoir and the community.

SPECIAL RECOGNITION; PLANNING STAFF:

C. On behalf of City Council, Mayor Gibbons commended Planning Director Jenny Wheelock and Staff upon receiving the 2016 Marvin Collins Planning Award at the American Planning Association North Carolina Chapter Conference in Asheville on Thursday, September 15. The City of Lenoir received the 2016 Special Theme Award for the Multi-Disciplinary Project, Over Mountain National Historic Trail Master Plan from Lenoir to Morganton.

Mayor Gibbons stated it was a great honor to receive this award and thanked Director Wheelock along with Planning Staff and former Staff member Taylor Gupton for all of their hard work regarding

this important project.

Director Wheelock thanked Council for their support and noted this project has been a great partnership between the City of Lenoir, Burke County, Caldwell County, City of Gamewell, City of Morganton, the Park Service and Caldwell County Pathways. In addition, Ms. Wheelock stated that Destination by Design created a great plan for this project.

SPECIAL RECOGNITION; SANDY ROSSBOROUGH: D. On behalf of City Council, Mayor Gibbons presented a resolution to Ms. Sandy Rossborough in honor and recognition of her twelve years of service as a member of the Lenoir Parks and Recreation Advisory Board. Ms. Rossborough has also served on the Lenoir Housing Authority since January 2005.

Mayor Gibbons thanked Ms. Rossborough for all of her years of service to so many different organizations in the community and wished her and her family the very best upon their move to Florida.

Ms. Rossborough expressed her appreciation to City Council and stated she will miss everyone.

David Barlow, Barlow & Triplett Realty, addressed City Council and stated that Ms. Rossborough was an outstanding individual who deserves the recognition. He remarked that, if you needed something taken care of, Sandy is type of person who can accomplish it for you. Mr. Barlow thanked City Council for their service to the City and its citizens.

Mayor Gibbons thanked former Mayor Barlow for his service on the Lenoir City Council and his tenure as Mayor of Lenoir.

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, September 6, 2016 as submitted.
2. Minutes: Approval of minutes from the City Council Tours on Friday, September 9, 2016 of the Gunpowder Creek Wastewater Treatment Plant and the newly renovated E-911 Center at the Lenoir Police Department as submitted.
3. Proclamation; Loving Lenoir Week: Approval of a proclamation proclaiming the week of September 26 through October 2 as

"Loving Lenoir Week" throughout the City of Lenoir and Caldwell County. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 226.)

4. Resolution; Sandy Rossborough: Approval of a resolution honoring Ms. Sandy Rossborough for her twelve years of service as a member of the Lenoir Parks and Recreation Board. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 227.)

Upon a motion by Councilmember Rohr, Council voted 5 to 0 to approve the above items on the Consent Agenda as listed above and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

SANITATION DIVISION'S ANNUAL FALL TRASH BASH:

1. The Sanitation Division's Annual Fall Trash Bash Week ends on Friday, September 23. Citizens are encouraged to participate in this event.

RIBBON CUTTING; ARBOR GLEN:

2. A Ribbon Cutting Ceremony is scheduled for Friday, September 23 at 11:00 a.m. at the new Arbor Glen Apartment Complex located at the intersection of Harper Avenue and Abingdon Road.

CANCELLED; PLANNING BOARD:

3. The Planning Board meeting of Monday, September 26 has been cancelled. The next meeting will be held on Monday, October 24 at 5:30 p.m.

CANCELLED; COMMITTEE OF THE WHOLE:

4. The Committee of the Whole meeting scheduled for Tuesday, September 27 has been cancelled due to City Councilmembers scheduling a tour of the Gunpowder Creek Wastewater Treatment Facility and the newly renovated E-911Center at the Lenoir Police Department.

FOOTHILLS REGIONAL AIRPORT AUTHORITY:

5. The Foothills Regional Airport Authority will meet on Wednesday, September 28 at noon.

CRUISE-IN:

6. A Cruise-In Event will be held on Saturday, October 1 from 4:00 p.m. in

downtown Lenoir.

ANNUAL NATIONAL NIGHT OUT:

7. The Police Department's Annual National Night Out is scheduled for Tuesday, October 4 at 6:00 p.m. in downtown Lenoir.

VI. Items for Council Action

NCDOT AGREEMENT; HOSPITAL AVENUE SIDEWALK PROJECT:

A. City Staff recommends approval of an agreement between the City of Lenoir and the North Carolina Department of Transportation (NCDOT) for federal funding for the Hospital Avenue Sidewalk Project. Note: City Council approved an authorizing resolution for this project on June 16, 2015 and committed a 20% cash match to the project in the amount of $200,000.

(A copy of the agreement and map is hereby incorporated into these minutes by reference. Refer to pages 228-250.)

City Manager Hildebran reported the City received a grant from the Federal Highway Administration to complete one-half mile of sidewalk from US Hwy 321 at Walgreens to Harper Avenue. The project includes engineering, design, right-of-way acquisition, utility relocation and construction. It was noted the project has an estimated total cost of $1,000,000 and a timeline of five (5) years.

Councilmember Rohr commented that, if the project is important enough to do, the City should pay for the project themselves. He respectfully asked Council to vote against this project.

Planning Director Wheelock explained the purpose of the project is to connect low to moderate neighborhoods to jobs, medical facilities, pharmacies, and shopping opportunities on US Hwy 321, and pointed out it will improve the appearance of the Hospital Avenue corridor which has been a long-standing goal of the Corridors and Appearance Committee.

Councilmember Stevens remarked that Hospital Avenue is a very difficult road in the community for pedestrians and noted the construction of the sidewalk will make it much safer for the general public. Mr. Stevens stated he was in favor of the project and moved to approve it.

Upon the motion by Councilmember Stevens, Council voted 4 to 1 to approve the agreement between the City of Lenoir and the North Carolina Department of Transportation (NCDOT) for federal funding for the Hospital Avenue Sidewalk Project as recommended by City Staff. Councilmember Rohr voted against this motion.

NCLM VOTING DELEGATES;
ADVOCACY GOALS CONFERENCE:

B. Upon a motion by Councilmember Perkins, Council voted unanimously to appoint Mayor Pro-Tem Ben Willis to serve as the City's Delegate, and upon a motion by Councilmember Thomas, Council voted unanimously to appoint Councilmember Ike Perkins to serve as the Alternate Delegate at the North Carolina League of Municipalities Advocacy Goals Conference to be held at the Raleigh Convention Center on Sunday, October 23.

NCLM VOTING DELEGATES;
ANNUAL BUSINESS MEETING:

C. Upon a motion by Councilmember Stevens, Council voted unanimously to appoint Mayor Joe Gibbons to serve as the City's Delegate and Councilmember Ike Perkins to serve as the Alternate Delegate at the North Carolina League of Municipalities Annual Business Meeting to be held at the Raleigh Convention Center on Monday, October 24.

UPDATE; J.E. BROYHILL PARK
RENOVATIONS PROJECT:

D. Kenny Story, Interim Parks & Recreation Director, reported to Council that the Department of Housing and Urban Development (DHUD) has released funding for the proposed renovations at the J.E. Broyhill Park. Interim Director Story commented he has met with the Public Works Staff regarding the design of the new picnic shelters with construction to begin next week. The City's Street Department has also started grading the slopes at the Park.

In addition, Interim Director Story stated a press release will be sent out by Planning Director Jenny Wheelock to inform the general public the project is underway. He also mentioned the City recently received notification from Governor Pat McCrory's office announcing the Parks and Recreation Authority has awarded the City a matching grant in the amount of $327,200 from the Parks and Recreation Trust Fund (PARTF) for the Mulberry/Optimist Park Expansion Project.

Mayor Gibbons thanked Interim Director Story and stated it was a very exciting time for the City as related to recreational activities.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD VACANCY; PARKS & RECREATION
ADVISORY BOARD:

A. Mayor Gibbons announced to the general public there is a vacancy on the Parks and Recreation Advisory Board and reported that interested individuals may contact the City Clerk's office to obtain an application for this current opening or to place an application on file for other future Board openings.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED SESSION: A. Pursuant to N.C.G.S. §143-318(A), (4), and upon a motion by Councilmember Edmisten that carried unanimously, City Council entered into closed session to discuss economic development.

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

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:46 p.m.

_____
Joseph L. Gibbons, Mayor

_____
Shirley M. Cannon, City Clerk

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

PROCLAMATION

"LOVING LENOIR WEEK"

WHEREAS, music and arts are a vital part of our lives, and music/arts study, performance, and appreciation are important to our social, cultural, historical, and educational development; and

WHEREAS, the City of Lenoir is celebrating 175 years and is working to create an understanding and appreciation for the value of music/arts in the home, the school, the community and the world; and

WHEREAS, the pursuit of music/arts, whether it be through study, composing, listening, performing, or participation, enriches our lives; and

WHEREAS, religious, educational, and civic groups throughout Lenoir are joining together to promote the benefits of music/arts education and performing arts, fostering lifelong and inter-generational musical talent, and creating a dynamic musical and cultural environment in our City and County.

NOW, THEREFORE, I Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council and all the citizens, do hereby declare the week of September 26 through October 2 as ***"Loving Lenoir Week"*** throughout the City of Lenoir and Caldwell County and encourage all citizens to observe and take part in activities recognizing the importance of art, music, musicians, educators, schools, performers and performances, arts and musical organizations to the cultured life of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lenoir to be affixed this 20th day of September 2016.

SEAL

Joseph L. Gibbons, Mayor

RESOLUTION HONORING SANDY ROSSBOROUGH

WHEREAS, Sandy Rossborough, has served as faithfully and diligently as a member and Vice-Chair of the Lenoir Parks and Recreation Board since April 12, 2004 and has been a current member of the Lenoir Housing Authority since January 1, 2005; and

WHEREAS, Sandy Rossborough has been a faithful member of First United Methodist Church for forty years and also served thirty-eight years over the Acolyte Program where she ministered to over 400 youth; and

WHEREAS, during her tenure, she has served with great competence and made important professional contributions to the community to briefly name a few:

- Active licensed real estate broker for thirty-six years.
- Current member of the Caldwell Memorial Foundation Board for eight years.
- Served as a volunteer for Caldwell Memorial Hospital for eight years.
- Served as Chief Judge for the Voting Precinct for twenty years.
- Served four years on the Caldwell Arts Council Board.
- Assisted the Caldwell Chamber of Commerce with the annual Bridge-to Bridge race for five years.
- Was the recipient of the "Volunteer of the Year Award" by Governor Mike Easley in 2005.
- Member of the Junior Woman's Club for four years.
- Acted with the Foothills Performing Arts.

WHEREAS, Sandy Rossborough is being honored and recognized for her volunteerism, devotion to the community, her commitment and hard work;

NOW THEREFORE BE IT RESOLVED, that the Lenoir City Council hereby expresses sincere appreciation to our friend and colleague, who, through her leadership and dedicated service to the City has earned respect and has made lasting contributions for the betterment of the City,

BE IT FURTHER RESOLVED, I, Mayor Joseph L. Gibbons, by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the City Council and all the citizens, do hereby extend sincere appreciation and deep gratitude to **Sandy Rossborough** for her devoted and outstanding service.

This the 20th day of September, 2016.

SEAL

_____
Joseph L. Gibbons, Mayor

NORTH CAROLINA
CALDWELL COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 8/22/2016

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF LENOIR

TIP #:	EB-5806	
WBS Elements:	PE	46457.1.1
	ROW	46457.2.1
	CON	46457.3.1
OTHER FUNDING:		
FEDERAL-AID NUMBER:	STPDA-0321(036)	
CFDA #:	20.205	
Total Funds [NCDOT Participation]	$800,000	

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Lenoir, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Transportation Alternatives Program funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Hospital Avenue Sidewalk, hereinafter referred to as the Project, in Caldwell County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $800,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook.*

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of construction sidewalks on Hospital Avenue between Harper Avenue and US 321.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Eight Hundred Thousand Dollars ($800,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match $	Non-Federal Match Rate
Transportation Alternatives Program	$800,000	80 %	$200,000	20 %
Total Estimated Cost		**$1,000,000**		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or $*100,000*, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering

and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Department all required documentation (deeds/leases/easement/plans) to secure right of way certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Hospital Avenue Sidewalk, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

  All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $800,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

  Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

  Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

  Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

  Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

  The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx.

- **INTERNAL APPROVALS**

  Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

  The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

  All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial

Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Transportation Alternatives Program funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late

payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

BY: Shirley Cannon

TITLE: City Clerk

CITY OF LENOIR

BY: Scott E. Hildebrand

TITLE: City Manager

DATE: 9/21/2016

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the City Council of the City of Lenoir as attested to by the signature of Shirley Cannon Clerk of the City Council on 9-20-2016 (Date)

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

Donna Blan
(FINANCE OFFICER)

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
(SEAL)
SEAL

Federal Tax Identification Number
56- 6001265

City of Lenoir

Remittance Address:
PO Box 958
Lenoir, NC 28645

DEPARTMENT OF TRANSPORTATION

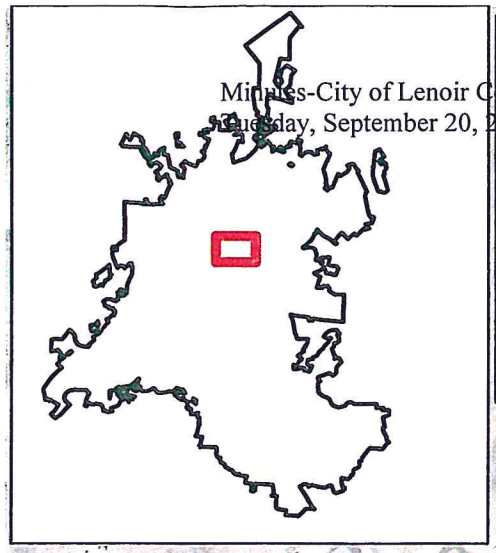
BY: _____
(CHIEF ENGINEER)

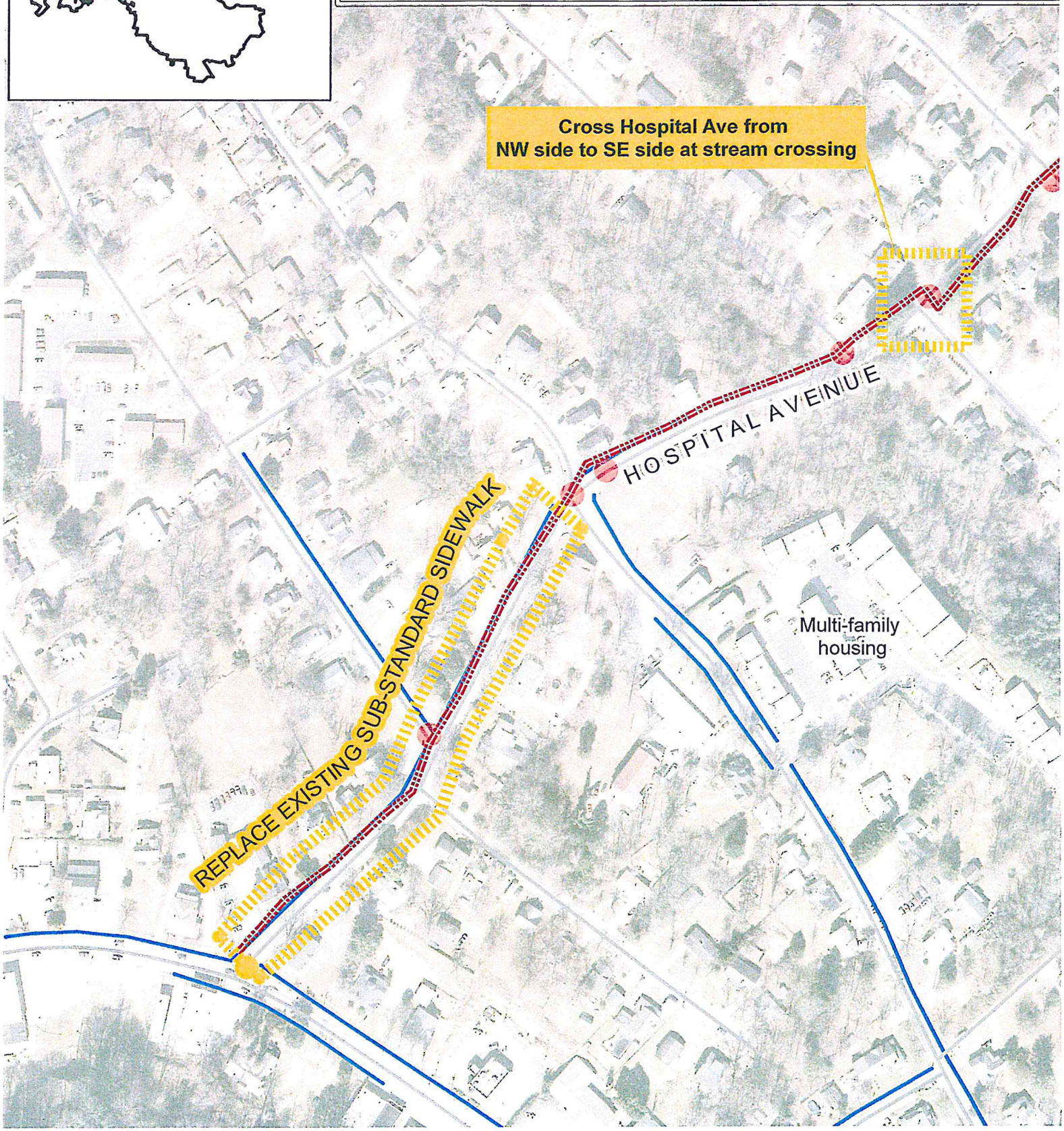
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

CITY OF LENOIR
2015 LAPP APPLICATION
PROJECT DETAIL MAP

Approx. 2,640 ft. (.5 mi)
of sidewalk and pedestrian improvements alo
Hospital Avenue from Harper Ave. to U.S. HWY





October 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 4-9:00 p.m. Cruise-In (Downtown) NCDOT Litter Sweep Ends
2 2:30 p.m. "Loving Lenoir" Concert (College Ave. Baptist Church)	3	4 6:00 p.m. City Council 6:00 p.m. National Night Out (Square-Downtown)	5 9:00 a.m. Staff Mtg.	6	7	8
9	10 11:45 a.m. City/County Services Committee	11 8:00 a.m. EDC Board 5-7:00 p.m. Bike Plan Community Mtg. (Caldwell C. Library)	12	13 1:15 p.m. Sister Cities 6:00 p.m. Lenoir Business Adv. Board (City Hall, 3rd Floor)	14 5:00 p.m. - 10:30 p.m. "Smoking in Foothills" Barbeque Event (Downtown)	15 10:00 a.m. - 10:00 p.m. "Smoking in Foothills" Barbeque Event (Downtown)
16	17 11:30 a.m. City/County Coord. Committee 6:00 p.m. Fairfield S. Community Meeting	18 6:00 p.m. City Council	19 9:00 a.m. Staff Mtg.	20 6:00 p.m. Joint ABC Brd./City Council (City Hall, 3rd Floor) One Stop Voting Begins	21	22
23 NCLM Conference (Raleigh)	24 5:30 p.m. Planning Board	25 Cancelled-Committee of the Whole NCLM Conference Ends	26 Noon - Foothills Regional Airport Authority	27	28 3:00 p.m. - 5:00 p.m. D.Town Trick or Treat 5:30-8:00 p.m. Halloween Carnival (MLK Center)	29
30	31	**Notes for November** **Election Day is Tuesday, November 8. City offices will be closed on Friday, November 11 in observance of Veterans Day and Thursday, November 24 & Friday, November 25 in observance of the Thanksgiving holiday.**				

City of Lenoir
P.O. Box 958
Lenoir, N.C. 28645
www.cityoflenoir.com
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Shirley M. Cannon, City Clerk