

# AGENDA



**CITY OF LENOIR  
CITY COUNCIL MEETING  
CITY/COUNTY CHAMBERS  
905 WEST AVENUE  
TUESDAY, OCTOBER 18, 2016  
6:00 P.M.**



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## **I. CALL TO ORDER**

- A. Moment of Silence & Pledge of Allegiance
- B. FY2015-16 Annual Audit Report: Eric Bowman, PA, will present the FY2015-16 Annual Audit Report to City Council.
- C. Special Recognition; German Exchange Students: Mayor Gibbons will recognize a group of Exchange Students and Faculty from Gymnasium Achern, Germany, along with Sascha Sanderlin, German Instructor, Hibriten High School. The students will be in our area from October 11 – October 31.

## **II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

## **III. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of minutes from the City Council Meeting of Tuesday, October 4, 2016 as submitted.
- B. Amendments; Municipal Records Retention & Disposition Schedule: Approval of amendments to the Municipal Records Retention and Disposition Schedule pertaining to 911 Recordings, Law Enforcement Audio and Video Recordings and Personnel Records including Accreditation Records, Family Medical Leave Act (FMLA) Records, Leave File and Leave without Pay as submitted.
- C. Resolution; PARTF Contract Agreement: Approval of a resolution between the City of Lenoir and the North Carolina Department of Natural and Cultural Resources (DNCR) to formally accept the North Carolina Parks and Recreation Trust Fund Grant (PARTF) in the amount of \$327,200 and approval of the NC PARTF Project Contract Agreement as submitted.
- D. Resolution; Wastewater Asset Inventory and Assessment Grant: Approval of a resolution formally accepting the North Carolina Department of Environmental Quality (NCDENR), Division of Water Infrastructure, grant in the amount of \$140,000 for the Wastewater Asset Inventory and Assessment Project and making the applicable assurances contained therein.
- E. Resolution; Water Asset Inventory and Assessment Grant: Approval of a resolution formally accepting the North Carolina Department of Environmental Quality (NCDENR), Division of Water Infrastructure, grant in the amount of \$80,000 for the Water Asset Inventory and Assessment Project and making the applicable assurances contained therein.

- F. Award Recommendation; Harper Avenue & Fairview Redevelopment Public Water & Sewer Extensions Project: City Staff recommends approval of the contract between the City of Lenoir and Brushy Mountain Builders (as modified) and as recommended by McGill Associates in the amount of \$42,000.00 for the Harper Avenue & Fairview Redevelopment Public Water & Sewer Extensions Project.
- G. Comprehensive Boundary Survey; Lenoir Watershed Property: A copy of the Request for Qualifications for a Comprehensive Boundary Survey for the Lenoir Watershed Conservation Easement Property as required by the Clean Water Management Trust Fund (CWMTF) is included in the agenda packet. **Note:** A recommendation is pending and will be provided to City Council prior to the meeting on Tuesday, October 18.

#### 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. The 2017 Holiday Schedule will be submitted to Council as information.
2. The 2017 City Council Meeting Schedule will be submitted to Council for their review and approval.
3. The Lenoir ABC Board will host a joint meeting with the Lenoir City Council on Thursday, October 20 at City Hall, Third Floor, former Council Chambers.
4. The annual North Carolina League of Municipalities Conference (NCLM) will be held in Raleigh on October 23 through October 25.
5. A Community Meeting is scheduled on Monday, October 24 from 4:00 p.m. – 7:00 p.m. at the Unity Park Community Gardens to learn more about the Fairfield South Project.
6. The Committee of the Whole Meeting of Tuesday, October 25 has been **cancelled** due to City Council attending the NCLM Conference.
7. The Foothills Regional Airport Authority will meet on Wednesday, October 26 at noon.
8. The Mad Hatters Pumpkin Patch Parade along with the annual Trick or Treat Event will be held on Friday, October 28 from 3:00 p.m. – 6:00 p.m. in Downtown Lenoir. Also, the Parks & Recreation's annual Halloween Carnival will be held from 5:30 p.m. – 8:00 p.m. at the Martin Luther King, Jr. Recreation Center.
9. One Stop Voting begins on Thursday, October 20 through Saturday, November 5 in the City/County Chambers located at 905 West Avenue, Lower Level.
10. The City Council Meeting of Tuesday, November 1 will be held at City Hall, Third Floor, former Council Chambers, due to early voting. Please note location change.

##### A. Items for Council Action

1. Proposed City Ordinance; Unlawful Passing: City Staff recommends that Council

call for a public hearing to be held on Tuesday, November 1 to consider amending the City of Lenoir's Code of Ordinances, Appendix B, Traffic, to include a proposed ordinance prohibiting vehicles from passing in a designated no-passing zone within the City limits. Upon approval, this ordinance would be included under Section 126, Unlawful Passing, in the City's Code.

2. Speed Limit Request/No Passing Zones; Corpening Place and Hillcrest Streets: Upon completion of a Traffic Study for Corpening Place, the Police Department recommends that Corpening Place and Hillcrest Street be designated as 20 MPH streets, and no passing zones, in their entirety, and that appropriate signage be posted and striping painted, at the direction of the Public Works Director. City Staff further recommends that Council call for a public hearing to be held on Tuesday, November 1 to consider this recommendation.

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

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

- A. Board Re-appointment; Parks & Recreation Advisory Board: Mayor Gibbons will recommend that Lemuel Patterson be re-appointed to serve a two-year term on the Lenoir Parks and Recreation Advisory Board. This re-appointment was listed on the October 4 Agenda.

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

## **X. ADJOURNMENT**

## City of Lenoir, North Carolina

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2016**  
(Exhibit D)

	General	Special Revenue Fund	Non Major Governmental Funds	Total Governmental Funds
<b>Revenues</b>				
Ad valorem taxes	\$ 8,065,223			\$ 8,065,223
Other taxes and licenses	3,399,359			3,399,359
Unrestricted intergovernmental revenues	2,511,122			2,511,122
Restricted intergovernmental revenues	1,124,665	1,775,724	226,741	3,127,130
Permits and fees	140,186			140,186
Sales and services	1,446,774			1,446,774
Investment earnings	9,826	1	132	9,959
Miscellaneous	280,600		300	280,900
Payment from ABC Board	265,555			265,555
<b>Total revenues</b>	<u>17,243,310</u>	<u>1,775,725</u>	<u>227,173</u>	<u>19,246,208</u>
<b>Expenditures</b>				
Current:				
General Government	3,802,309			3,802,309
Public safety	8,151,282	343		8,151,625
Transportation	2,171,511			2,171,511
Environmental protection	747,116			747,116
Economic and physical development	532,275	1,499,545		2,031,820
Cultural and recreational	1,852,262			1,852,262
Capital projects			134,848	134,848
Debt service:				
Principal retirement	683,766	114,000		797,766
Interest and fees	38,665	2,902		41,567
<b>Total expenditures</b>	<u>17,979,186</u>	<u>1,616,790</u>	<u>134,848</u>	<u>19,730,824</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>(735,876)</u>	<u>158,935</u>	<u>92,325</u>	<u>(484,616)</u>
<b>Other financing sources (uses)</b>				
Issuance of installment purchase debt	1,372,000			1,372,000
Transfers	(80,000)		80,000	-
<b>Total other financing sources (uses)</b>	<u>1,292,000</u>	<u>-</u>	<u>80,000</u>	<u>1,372,000</u>
<b>Net change in fund balances</b>	556,124	158,935	172,325	887,384
<b>Fund balance - beginning</b>	<u>6,232,508</u>	<u>217,869</u>	<u>99,439</u>	<u>6,549,816</u>
<b>Fund balance - ending</b>	<u>\$ 6,788,632</u>	<u>\$ 376,804</u>	<u>\$ 271,764</u>	<u>\$ 7,437,200</u>

## City of Lenoir, North Carolina

## Balance Sheet

## Governmental Funds

June 30, 2016

(Exhibit C)

	General	Special Revenue Fund	Non Major Governmental Funds	Total Governmental Funds
<b>Assets</b>				
Cash and cash equivalents	\$ 5,680,664	\$ 304,637	\$ -	\$ 5,985,301
Cash and cash equivalents-restricted			256,624	256,624
Taxes receivable (net)	164,655			164,655
Accounts receivable (net)	789,282			789,282
Other receivables	602,929	77,167	227,545	907,641
Due From Other Funds	154,655			154,655
Total assets	<u>\$ 7,392,185</u>	<u>\$ 381,804</u>	<u>\$ 484,169</u>	<u>\$ 8,258,158</u>
<b>Liabilities:</b>				
Accounts payable	438,898	5,000	57,750	501,648
Due to other funds			154,655	154,655
Total liabilities	<u>438,898</u>	<u>5,000</u>	<u>212,405</u>	<u>656,303</u>
<b>Deferred Inflow of Resources:</b>				
Unavailable Property Taxes	164,655			164,655
Total Deferred Inflows of Resources	<u>164,655</u>	<u>-</u>	<u>-</u>	<u>164,655</u>
<b>Fund balances:</b>				
Non Spendable				
Cemetery Care			257,429	257,429
Restricted				
Stabilization by State Statute	1,546,866			1,546,866
Substance Control	83,468			83,468
Public Safety	297,927			297,927
Assigned				
To Future Capital Projects			14,335	14,335
Land Development	305,812			305,812
To Future Economic Development		376,804		376,804
Unassigned	4,554,559			4,554,559
Total fund balances	<u>6,788,632</u>	<u>376,804</u>	<u>271,764</u>	<u>7,437,200</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 7,392,185</u>	<u>\$ 381,804</u>	<u>\$ 484,169</u>	<u>\$ 8,258,158</u>

**City of Lenoir, North Carolina**

**Enterprise Fund - Water and Sewer Fund**

**Supplemental Schedule of Revenues and Expenditures -  
Budget and Actual (Non-GAAP)**

For the Year Ended June 30, 2016

(Schedule 11, Part III)

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Reconciliation from budgetary basis (modified accrual) to full accrual basis:

	2016 Actual
Total revenues and other financing sources on Schedule 11, Part I, Water and Sewer	\$ 8,109,499
Total expenditures on Schedule 7, Part II, Water and Sewer	<u>7,811,612</u>
Revenues and other sources over (under) expenditures and other uses:	<u>297,887</u>

Reconciling items:

Debt principal	1,424,169
(Increase) decrease in OPEB Liability	(6,165)
Capital outlay	339,931
Interest earned Capital Projects	35
Increase in accrued vacation pay	(3,167)
Depreciation expense	(1,249,665)
Grant Received Capital Projects	87,956
Increase in Inventory	3,985
Increase in Deferred Outflows	49,910
Decrease in Deferred Inflows	709,863
Decrease in Net Pension Assets	(353,397)
Increase in Net Pension Liability	<u>(267,472)</u>
Total reconciling items	<u>735,983</u>

Change in Net Position (Exhibit G)	<u>\$ 1,033,870</u>
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7 City of Lenoir, North Carolina  
Notes to the Financial Statements  
For the Year Ended June 30, 2016

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The following summarizes the annual requirements to amortize all long-term debt outstanding (excluding compensated absences and the liability for the separation allowance for law enforcement officers):

	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
<u>Installment Contracts</u>				
2017	897,656	41,788	1,005,609	42,315
2018	878,088	27,893	498,651	22,610
2019	703,877	14,898	262,680	13,520
2020	349,238	5,679	268,954	7,247
2021	85,861	1,603	98,324	1,840
Total	<u>2,914,720</u>	<u>91,861</u>	<u>2,134,218</u>	<u>87,532</u>
<u>Revolving Loans</u>				
2017	-	-	633,213	116,558
2018	-	-	633,213	108,812
2019	-	-	633,213	101,065
2020	-	-	633,213	93,319
2021	-	-	633,213	85,572
2022-2026	-	-	3,166,067	311,667
2027-2031	-	-	3,017,203	118,008
2032-2036	-	-	1,468,224	4,055
Total	<u>-</u>	<u>-</u>	<u>10,817,559</u>	<u>939,056</u>
Total Debt Due	<u>\$ 2,914,720</u>	<u>\$ 91,861</u>	<u>\$ 12,951,777</u>	<u>\$ 1,026,588</u>

The following is a summary of changes in long-term obligations for the year-ended June 30, 2016:

City of Lenoir, North Carolina  
Statement of Net Position  
June 30, 2016  
(Exhibit A)

	Governmental Activities	Business Type Activities	Total Primary Government	Component Units		Total Reporting Unit
				City of Lenoir ABC Board	City of Lenoir LTDA	
<b>Assets</b>						
Cash and cash equivalents	\$ 5,985,301	\$ 3,068,549	\$ 9,053,850	\$ 252,966	\$ 96,214	\$ 9,403,030
Cash and cash equivalents - restricted	256,624	129,505	386,129			386,129
Taxes receivable (net)	164,655		164,655			164,655
Accounts receivable (net)	789,282	536,049	1,325,331		7,855	1,333,186
Other receivables	907,641		907,641			907,641
Inventories		75,078	75,078	346,297		421,375
Prepaid expenses			-	3,308		3,308
Capital assets:						
Nondepreciable Capital Assets	4,062,050	5,364,202	9,426,252			9,426,252
Depreciable Capital Assets	21,261,386	42,773,558	64,034,944	440,574		64,475,518
<b>Total assets</b>	<b>33,426,939</b>	<b>51,946,941</b>	<b>85,373,880</b>	<b>1,043,145</b>	<b>104,069</b>	<b>86,521,094</b>
<b>Deferred Outflows of Resources</b>	<b>399,119</b>	<b>214,910</b>	<b>614,029</b>	<b>43,505</b>		<b>657,534</b>
<b>Liabilities</b>						
Accounts payable	501,648	144,114	645,762	158,675	18	804,455
Accrued liabilities			-	82,361		82,361
Compensated Absences	311,828	71,378	383,206			383,206
Customer deposits		129,505	129,505			129,505
Long term obligations:						
Due in less than one year	897,656	1,638,822	2,536,478			2,536,478
Due in more than one year	2,017,063	10,967,203	12,984,266			12,984,266
Post Employment benefits	448,322	71,489	519,811			519,811
Pension Obligations	370,509		370,509			370,509
Compensated Absences	255,132	58,400	313,532			313,532
Net Pension Liability	496,734	267,472	764,206	12,342		776,548
<b>Total liabilities</b>	<b>5,298,892</b>	<b>13,348,383</b>	<b>18,647,275</b>	<b>253,378</b>	<b>18</b>	<b>18,900,671</b>
<b>Deferred Inflows of Resources</b>	<b>344,209</b>	<b>185,344</b>	<b>529,553</b>	<b>6,415</b>		<b>535,968</b>
<b>Net Position</b>						
Net investment in capital assets	22,408,717	35,531,735	57,940,452	440,574		58,381,026
Restricted for:						
Cemetery (Nonexpendable)	257,429		257,429			257,429
Stabilization by State Statute	1,546,866		1,546,866		7,855	1,554,721
Public Safety	381,395		381,395			381,395
Unrestricted	3,588,550	3,096,389	6,684,939	386,283	96,196	7,167,418
<b>Total Net Position</b>	<b>\$ 28,182,957</b>	<b>\$ 38,628,124</b>	<b>\$ 66,811,081</b>	<b>\$ 826,857</b>	<b>\$ 104,051</b>	<b>\$ 67,741,989</b>

**LENOIR CITY COUNCIL  
TUESDAY, OCTOBER 4, 2016  
6:00 P.M.**

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

**ABSENT:** Councilmember Rohr.

**I. CALL TO ORDER**

A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance led by Scott Brown, Chief of Police.

**COMMENDED; POLICE DEPARTMENT; NATIONAL NIGHT OUT  
EVENT:**

B. On behalf of City Council, Mayor Gibbons expressed appreciation to the Staff of the Lenoir Police Department for everything they do to protect the citizens of Lenoir. Mayor Gibbons also encouraged all of the community to come out and support the Department during the National Night Out event currently going on in the downtown area. It was further noted that twenty-two different organizations across western North Carolina are also participating in this event.

Chief Brown stated it was an honor to work and live in the City of Lenoir and how everyone worked together as a team. He thanked City Council for all of their support.

**COMMENDED; FIRE CHIEF KEN BRISCOE;  
CLASS 3 DISTRICT RATING:**

C. On behalf of City Council, Mayor Gibbons commended Fire Chief Ken Briscoe, Deputy Fire Chief Ken Hair, all firefighters and City Staff upon the Lenoir Fire Department achieving the Class 3 District Rating from the Office of the State Fire Marshall's Office (OSFM). This new rating becomes effective January 1, 2017 and will result in lower insurance rates for businesses. It will also serve as an economic tool for the City of Lenoir when recruiting new businesses. Additionally, it was noted the lower rating will not affect current homeowners' rates.

Chief Briscoe also thanked everyone for all of their assistance in the Department's accomplishment. He explained the Insurance Service Organization (ISO) determines the quality of a fire department and how the North Carolina Response System uses evaluators such as communications, amount of training hours, quality of equipment, response time, water supply, twenty-four coverage, fire code, fire prevention and code enforcement in determining a Department's

rating following their inspection.

Chief Briscoe further related the Lenoir Fire Department exceeded the points requirements for a Class 3 Rating by 33%. He pointed out there were 38,721 fire departments in the United States and only 810 have a lower class rating than the City of Lenoir. Chief Briscoe emphasized the Department's goal is to be included in the 810 number in the future.

He thanked Deputy Chief Ken Hair for all of his hard work in achieving this success, the citizens and City Council for all of their support over the years. Chief Briscoe stated the Department has done a good job for the citizens regarding providing fire safety protection and peace of mind and reiterated how this rating will greatly benefit business owners beginning in January 2017.

Councilmember Perdue commented the new Class 3 rating is significant from an insurance perspective and the impact on businesses will be substantial. He also restated it is a great marketing tool as underwriters always ask about the district rating when considering policies for businesses.

Mayor Gibbons thanked Chief Briscoe for the good report and stated that City Council is proud of everything the Department has accomplished.

**COMMENDED; FIRE CHIEF BRISCOE  
AND POLICE CHIEF BROWN:**

- D. On behalf of City Council, Mayor Gibbons congratulated Fire Chief Ken Briscoe and Police Chief Scott Brown upon being listed in the *News-Topic's* Best of Caldwell 2016 Edition as the best Firefighter and the best Police Officer in the City 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 20, 2016 as submitted.

Upon a motion by Mayor Pro-Tem Willis, Council voted 6 to 0 to approve 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

#### **OCTOBER CALENDAR**

1. By consensus of the Council, the calendar for the month of October was approved with various meetings and events.

#### **ANNUAL LOVING LENOIR CONCERT:**

2. The sixth annual "Loving Lenoir" Concert was held at College Avenue Baptist Church on Sunday, October 2 at 2:30 p.m. The event was a great success and well attended.

#### **ANNUAL NATIONAL NIGHT OUT:**

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

#### **CITY/COUNTY SERVICES**

- COMMITTEE:** 4. The City/County Services Committee will meet on Monday, October 10 at 11:45 a.m.

#### **CALDWELL COUNTY ECONOMIC DEVELOPMENT**

- COMMISSION:** 5. The Caldwell County Economic Development Commission will meet on Tuesday, October 11 at 8:00 at a.m.

- SISTER CITIES:** 6. The Sister Cities Committee will met on Thursday, October 13 at 1:15 p.m.

#### **LENOIR BUSINESS ADVISORY**

- BOARD:** 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.

#### **ANNUAL SMOKING IN THE FOOTHILLS**

- BQ EVENT:** 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.

#### **CITY/COUNTY COORDINATING**

- COMMITTEE:** 9. The City/County Coordinating Committee will meet on Monday, October 17 at 11:30 a.m.

#### **COMMUNITY MEETING; FAIRFIELD SOUTH**

- PROJECT:** 10. A Community Meeting for the Fairfield South Project will be held on Monday, October 24 from 4:00 p.m. – 7:00 p.m. The meeting location will be announced in the near future.

**JOINT CITY/COUNCIL &**

**ABC BOARD:** 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.

VI. Items for Council Action

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

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

**BOARD RE-APPOINTMENT; PARKS & RECREATION**

**ADVISORY BOARD:**

A. 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**

**COMMENDED; CITY STAFF/CITY**

**COUNCIL:** A. Mayor Pro-Tem Willis expressed appreciation to Planning Director Jenny Wheelock and former Councilmember Merlin Perry for representing the City at the recent Metropolitan Planning Committee (MPO) meeting sponsored by the Western Piedmont Council of Governments (WPCOG) of which he currently serves as the City's representative.

Mayor Pro-Tem Willis also referred to the Advanced Leadership Course offered by the UNC-School of Government he recently attended and thanked City Council for all of their support. He encouraged other Councilmembers to consider attending this week long course due to the great networking and learning opportunities he experienced. Mayor Pro-Ten Willis remarked the City of Lenoir is doing great things and thanked all of the Councilmembers for continuing to work together to make the community a better place.

Mayor Gibbons agreed that the City Council does everything in the best manner it can to make wonderful things happen for the City of Lenoir.

**X. ADJOURNMENT**

A. There being no further business, the meeting was adjourned at 6:37 p.m.

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Joseph L. Gibbons, Mayor

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Shirley M. Cannon, City Clerk

**Cannon, Shirley**

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**From:** Felder, Rashida <Rashida.Felder@ncdcr.gov>  
**Sent:** Friday, September 30, 2016 2:37 PM  
**To:** City and County Clerks  
**Subject:** [clerks] Records Schedule Amendments Available

The Government Records Section of the State Archives of North Carolina would like to announce that amendments to the municipal records retention schedule are now available. This amendment clarifies the retention for 911 calls received as text messages and reflects the recent legislation governing body-worn cameras for law enforcement personnel that will go into effect October 1, 2016. The amendments are available here:

[http://archives.ncdcr.gov/Portals/3/PDF/schedules/Amendments/Municipal\\_Amendment\\_2016--2015--2013.pdf?ver=2016-09-30-090206-717](http://archives.ncdcr.gov/Portals/3/PDF/schedules/Amendments/Municipal_Amendment_2016--2015--2013.pdf?ver=2016-09-30-090206-717)

Once your municipality has approved the amendments, please remember to send a copy of your signature page to the Government Records Section at the address or fax number below, or email a copy to a Records Management Analyst.

**Government Records Section**  
**4615 Mail Service Center**  
**Raleigh, NC 27699-4615**  
**Fax: 919.715.3627**

If you have any questions or concerns about any of the new amendments, please contact the Government Records Section at (919) 807-7350.

Thank you,  
Rashida

**Rashida Felder**  
Records Management Analyst  
Division of Archives and Records  
North Carolina Department of Natural and Cultural Resources

919 807 7364 office  
919-715-3627 fax  
[rashida.felder@ncdcr.gov](mailto:rashida.felder@ncdcr.gov)

215 N. Blount St.  
4615 Mail Service Center  
Raleigh, North Carolina 27699-4615



*Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

## Municipal Records Retention Schedule Amendment

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

### STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

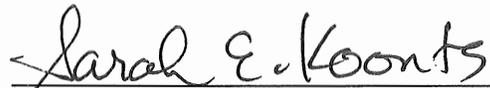
### STANDARD 9. LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

### APPROVAL RECOMMENDED

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager

  
\_\_\_\_\_

Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_

Susan W. Kluttz, Secretary  
Department of Natural and Cultural Resources

Municipality: \_\_\_\_\_

October 1, 2016

**STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>911 COMMUNICATION RECORDS</b> Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	<b>911 FILE</b> Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	<b>911 RECORDINGS</b> Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	<b>ACCIDENT FILE</b> Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	<b>ACTIVITY REPORTS</b> Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<b>CONSOLIDATED MONTHLY REPORTS</b>	Destroy in office after 5 years.	
14.	<b>DAILY LOG</b> Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	<b>DISASTER AND EMERGENCY MANAGEMENT PLANS</b> Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans.  See also <b>COMPREHENSIVE PLAN</b> item 19, page 4.	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends. † Agency Policy: Destroy in office after _____</p> <p>b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.</p>	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	<b>DISPATCH FILE</b> Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	<b>DISPATCH RECORDINGS</b> Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	<b>EMERGENCY NOTIFICATIONS</b> Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	<b>WORK RELEASE EARNINGS REPORTS</b> Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.	Destroy in office after 3 years.*	G.S. §148-32.1
135.	<b>WRECKER SERVICE RECORDS</b> Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.	
136.	<b>LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS</b> Tapes and digital recordings generated by mobile and fixed audio and video recording devices.  Does not include <b>ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE)</b> item 44, page 71.  See also <b>MOBILE UNIT VIDEO TAPES</b> item 81, page 80.	a) Destroy in office after 30 days if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.	Comply with applicable provisions of G.S. § 132-1.4A

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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## Municipal Records Retention Schedule Amendment

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

### STANDARD 9. LAW ENFORCEMENT RECORDS

~~Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.~~

Superseded  
October 1, 2016

### STANDARD 12. PERSONNEL RECORDS

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

### APPROVAL RECOMMENDED

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Susan W. Kluttz, Secretary  
Department of Cultural Resources

January 5, 2015

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p><b>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS</b> Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p><b>EMPLOYEE ELIGIBILITY RECORDS</b> Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	Mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.	8 USC 1324a(b)(3)
20.	<p><b>EMPLOYEE EXIT INTERVIEW RECORDS</b></p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p>	Destroy in office after 1 year.	
21.	<p><b>EMPLOYEE HEALTH CERTIFICATES</b> Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

**Municipal  
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

**STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS**

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

**STANDARD 12. PERSONNEL RECORDS**

Adding item 1-A Accreditation Records as shown on substitute page 101.

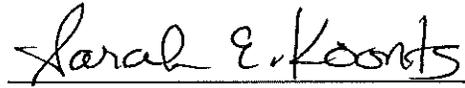
~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~ **Superseded January 5, 2015**

Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager

  
Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Mayor

  
Susan W. Kluttz, Secretary  
Department of Cultural Resources

August 29, 2013

\_\_\_\_\_  
Municipality

ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
28.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
29.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
30.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
31.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	
34.	FACILITY SERVICE AND MAINTENANCE AGREEMENTS  See also GRANTS: FINANCIAL item 36, page 30.	a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed. b) Destroy in office remaining records after 3 years.*	

\*See *AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS*, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ABOLISHED POSITION FILE</b>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
1-A.	<b>ACCREDITATION RECORDS</b> Records concerning compliance with those standards outlined by professional accreditation programs.	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
2.	<b>ADDRESS FILE</b>	Destroy in office when superseded or obsolete.	
3.	<b>ADS AND NOTICES OF OVERTIME, PROMOTION, AND TRAINING OPPORTUNITIES</b>	Destroy in office 1 year from date record was made.	29 CFR 1627.3
4.	<b>AFFIRMATIVE ACTION FILE</b>	a) Destroy in office all reports, analyses, and statistical data after 5 years.  b) Destroy in office affirmative action plans 5 years from date superseded.	29 CFR 30.8(b)(e) 29 CFR 1608.4
5.	<b>APPRENTICESHIP PROGRAM RECORDS</b>	Destroy in office 5 years from the date of enrollment.	29 CFR 30.8(e)
6.	<b>APTITUDE AND SKILLS TESTING RECORDS</b> Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. May include civil service examinations.  See also <b>EMPLOYMENT SELECTION RECORDS</b> item 32, page 109.	a) Destroy in office applicant and employee test papers 2 years from date record was created.  b) Destroy in office validation studies and copies of tests 2 years after no longer in use.  c) Destroy in office records relating to the planning and administration of tests in office after 2 years.	29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49

\*See *AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS*, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<b>EQUAL PAY RECORDS</b> Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	<b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See <b>LEAVE FILE</b> , item 42, page 111.	
37.	<b>FRINGE BENEFITS FILE</b>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	<b>GRIEVANCE FILE</b> Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email.  See also <b>DISCIPLINARY FILE</b> item 11, page 102 and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.	Destroy in office after 2 years.	
39.	<b>HEALTH INSURANCE FILE</b> Completed claim forms and other records concerning employees covered by health plans.	Destroy in office after 2 years.*	
40.	<b>INCREMENTS FILE</b>	Destroy in office when released from all audits.	
41.	<b>INTERNSHIP PROGRAM FILE</b> Records concerning interns and students.	Destroy in office after 3 years.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<b>LEAVE FILE</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
43.	<b>LEAVE WITHOUT PAY FILE</b>	Item discontinued. See <b>LEAVE FILE</b> , item 42, page 111.	
44.	<b>LONGEVITY PAY REQUESTS</b>	Destroy in office when released from all audits.	
45.	<b>MERIT AND SENIORITY SYSTEM RECORDS</b>	a) Destroy in office employee-specific records after 3 years. b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
46.	<b>PERSONNEL ACTION NOTICES</b> Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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

- I. Agenda Item:** Approve and accept the PARTF Contract Agreement between the City of Lenoir and the North Carolina Department of Natural and Cultural Resources for the North Carolina Parks & Recreation Trust Fund Grant (PARTF) in the amount of \$327,200, for the Mulberry Optimist Park Expansion Project.
- II. Background Information:** This budget amendment would be for \$327,200, with a City of Lenoir match of \$100,000. This grant is to be completed and funded over a three year period.
- III. Staff Recommendation:** Approve as requested.
- IV. Reviewed by:**
- City Attorney:**
- Finance Director:**
- Public Works/Public Utilities Director:**
- Planning Director:**
- Recreation Director: Kenny Story**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

CONTRACTOR'S FEDERAL I.D.  
XXXX 1265

**N.C. Parks and Recreation Trust Fund Project Agreement**

Grantee: City of Lenoir  
Project Number: 837

Project Title: Mulberry Optimist Park Expansion

Period Covered By This Agreement: **11/1/2016 to 10/31/2019**

**Project Scope (Description of Project):** Acquire 12.15 acres. Development including cornhole courts, baseball field, picnic shelters, playground, trail, renovate tennis court, restroom, parking lot, and planning / incidental land costs.

Project Costs:	PARTF Amount	\$ <u>327,200</u>
	Local Government Match	\$ <u>327,200</u>

**Conditions**

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the \_\_\_City of Lenoir\_\_\_ (hereinafter referred to as "Grantee", and together "Parties" or "Party") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) Administrative Rules and Grant Application which are hereby by reference made a part of the PARTF Grant Contract, (hereinafter "Grant" or "Contract"), and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this Contract.

Now, therefore, the Parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

**Section I. Eligible Project Costs and Fiscal Management**

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the Contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this Contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the Contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and PARTF project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

**Section II. Project Execution**

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.
2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:
  - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
  - b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
  - c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
  - d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Rob Winkler is designated by the Grantee as key personnel for purposes of this Contract. The Department designates John Poole, PARTF Grant Program Manager as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

<b>Department Contract Administrator</b>	<b>Grantee Contract Administrator</b>
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: <a href="mailto:marcia.lieber@ncparks.gov">marcia.lieber@ncparks.gov</a>	City of Lenoir__ Attention:Mr. Rob Winkler Address:Post office Box 958 Lenoir, NC 28645 Telephone: 828-757-2165__ Email: <a href="mailto:rwinkler@ci.lenoir.nc.us">rwinkler@ci.lenoir.nc.us</a> __

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not

limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant Contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
  - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
  - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier Contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
  - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

### **Section III. Project Termination and Applicant Eligibility**

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this Contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further

participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

**Section IV. Attestation and Execution**

N.C.G.S. §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 (Contractor) 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.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the Parties.

City of Lenoir_	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_

personally appeared before me the said named \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Notary Public

(Seal Here)



**North Carolina Department of Natural and Cultural Resources**  
**Susan Kluttz, Secretary**

**By:**

Department Head or Authorized Agent  
for Secretary Susan Kluttz

Title

## Scope of Work

### North Carolina Division of Parks and Recreation Parks and Recreation Trust Fund – Grants Program for Local Governments

**Grantee:** City of Lenoir

**Title of Project:** Mulberry Optimist Park Expansion

**Project Number:** 837

**Contract Number:** 2017-837

**Amount of Grant:** \$ 327,200

**Amount of Match:** \$ 327,200

**Contact Person for Project:** Rob Winkler

**Title:** Director of Parks and Recreation  
City of Lenoir

**Address:** Post office Box 958  
Lenoir, NC 28645

**Telephone:** 828-757-2165

**Contact email address:** rwinkler@ci.lenoir.nc.us

**Scope of Project:** Acquire 12.15 acres. Development including cornhole courts, baseball field, picnic shelters, playground, trail, renovate tennis court, restroom, parking lot, and planning / incidental land costs.

**Length of Project:** 36 months (11/1/2016– 10/31/2019)

**Schedule for Reimbursements:** Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The City of Lenoir grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

**Project Costs**  
**Mulberry Optimist Park Expansion- City of Lenoir**  
**April 2016**

<b>Project Elements (Include specific units - sizes, numbers, lengths, etc. -for each item.)</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
<b>Building and/or Renovating Costs</b>			
(2)16 x 30 Picnic Shelters (8 tables, and 4 trash receptacles)	Lump Sum	\$30,000	\$30,000
Playground (play structure, with some accessible surfacing and play features)	Lump Sum	\$42,000	\$42,000
Tennis court resurfacing	Lump Sum	\$20,000	\$20,000
Little League Ballfield with grading, fencing, and lights, and finish lights at Mulberry ballfield #1	Lump Sum	\$190,200	\$190,200
¼ Mile Multi-Use Path/Track (ties to existing Lenoir Greenway)	1320 ft.	\$25/ linear foot	\$33,000
Parking Lot (50 spaces)	Lump Sum	\$69,000	\$69,000
Restroom building	Lump Sum	\$30,000	\$30,000
(2) Concrete Permanent Corn Hole Boards	Lump Sum	\$3,000	\$3,000
<b>Costs to Develop the Project</b>			
<b>Contingency for the Cost of Building /Renovating</b>			
<b>Value of Land to be Purchased or Donated</b>			
Land Acquisition (donated)	12.15	Appraised value	\$227,200
<b>Planning and Incidental Land Acquisition Costs</b>			
Site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	%2.5	\$10,000	\$10,000
<b>Total Project Cost</b>			\$427,200
<b>Total PARTF Grant Request</b>			\$327,200
<b>Total Local Match (donated land value + \$100,000.00)</b>			\$327,200



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**  
**ACCEPTING A \$327,200 PARKS AND RECREATION TRUST FUND**  
**GRANT FOR THE MULBERRY RECREATION CENTER/OPTIMIST PARK**  
**EXPANSION PROJECT**

**WHEREAS**, on January 26, 2016, the Lenoir City Council authorized the City's Parks and Recreation Director to apply for a Parks and Recreation Trust Grant; and

**WHEREAS**, the City of Lenoir has received notification on August 26, 2016 that the Mulberry Recreation Center/Optimist Park Expansion Project has been awarded a \$327,200 Parks and Recreation Trust Fund Grant by the North Carolina Parks and Recreation Trust Fund Authority; and

**WHEREAS**, the City of Lenoir intends to perform said project in accordance with the agreed scope of work,

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

That the City of Lenoir does hereby accept the Parks and Recreation Trust Fund Grant in the amount of \$327,200.

That the City of Lenoir does hereby give assurance to the North Carolina Department of Cultural and Natural Resources that any Conditions or Assurances contained in the Award Offer Project Agreement will be adhered to.

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

Adopted this the \_\_\_\_ day of October, 2016 at Lenoir, North Carolina.

SEAL

\_\_\_\_\_  
Joseph L. Gibbons, Mayor

ATTEST:

\_\_\_\_\_  
Shirley M. Cannon, City Clerk

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200



## CITY OF LENOIR

### COUNCIL ACTION FORM

- I. Agenda Item:** Public Utilities – Wastewater System Asset Inventory and Assessment Grant Application Resolution\*\*

**Background Information:** The NC Department of Environmental Quality, Division of Water Infrastructure made available a grant program to make funding available to eligible units of local government that have a need to develop a comprehensive asset inventory program that includes condition assessment of critical assets within the wastewater system. The City of Lenoir was successful with its application and was awarded a grant in the amount of \$140,000.00 to assist the City of Lenoir in undertaking this beneficial analysis of our system including the wastewater treatment facilities and the collection system. The grant requires a 10% match from the city (part of the match may be in-kind) and the payment of a 1.5% Grant Fee in the amount of \$2,100.00. The Grant Fee is included in the 10% match.

This grant opportunity will be very beneficial to the City to facilitate the development of an asset inventory program that will provide a clearer understanding of our critical needs within our wastewater system. As future Capital Improvement Plans are developed, this information will be valuable to the decision making process.

- II. Staff Recommendation:** Staff recommends approval of the proposed resolution accepting the grant offer from the Division of Water Infrastructure and making the applicable assurances contained therein.

- III. Reviewed by:**

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

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

**Public Works/Public Utilities Director:** \_\_\_\_\_

**\*\* NOTE:** This grant program requires that applications for water systems and wastewater systems must be filed separately. This is the purpose for approving two resolutions.



PAT MCCRORY

*Governor*

DONALD R. VAN DER VAART

*Secretary*

KIM H. COLSON

*Director*

September 29, 2016

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Scott Hildebran, City Manager  
City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

SUBJECT: Offer and Acceptance for a State Grant  
Project No. E-AIA-W-16-0004  
Wastewater Asset Inventory and Assessment

Dear Mr. Hildebran:

The City of Lenoir has been approved for a Wastewater Asset Inventory and Assessment Grant from the Water Infrastructure Fund in the amount of \$140,000.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Grant in the amount of \$140,000. This offer is made subject to the conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the grant offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project. Retain the other copy for your files.

All work associated with the Asset Inventory and Assessment project must be completed within 24 months of the date of this letter. The documentation described in the standard conditions of the grant offer should be submitted to this office within 24 months, as well. Any work performed prior to the date of the Letter of Intent to Fund may not be eligible for reimbursement.



Mr. Scott Hildebran, City Manager  
September 29, 2016  
Page 2

In addition, the enclosed pay request form must be used for all reimbursement requests. You may make additional copies as needed. Also, enclosed is a memorandum requesting your Federal Identification Number. Please note that your project will be audited in accordance with the General Statutes.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Grant funds made available by North Carolina Water Infrastructure Fund.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures:

Grant Offer and Acceptance Document (2 copies)  
Reimbursement Request form  
Fed ID Request Form  
Resolution to accept Grant Offer (suggested format)  
Grant Closing Fee Invoice

cc: Mr. Doug Chapman, McGill Associates, Hickory  
AIA

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

**State Loan or Grant Offer and Acceptance**

This Offer must be accepted, if at all, within forty-five (45) days of receipt.  
This Offer is made subject to the attached Standard Conditions and Assurances

**Legal Name and Address of Award Recipient**

City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

**Funding Program**

Drinking Water	<input type="checkbox"/>	Wastewater	<input checked="" type="checkbox"/>
State Revolving Fund (SRF)	<input type="checkbox"/>		
State Reserve Loan (SRL)	<input type="checkbox"/>		
State Emergency Loan (SEL)	<input type="checkbox"/>		
State Reserve Grant (SRG)	<input type="checkbox"/>		
Asset Inventory and Assessment Grant	<input checked="" type="checkbox"/>		
Merger Regionalization Feasibility Grant	<input type="checkbox"/>		

**State Project Number:** E-AIA-W-16-0004

**Project Description:**

Asset Inventory and Assessment Project

**Total Financial Assistance Offer:** **\$ 140,000**

**Match Percentage**  
**(includes 1.5% Grant Fee):** 10%

**1.5% Grant Fee:** \$2,100

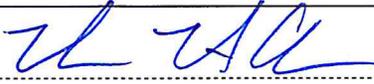
Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

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

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure**  
**North Carolina Department of Environmental Quality**

	<u>9/29/16</u>
Signature	Date

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

Signature	Date
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<b>STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS</b>
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1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

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

**State Loan or Grant Offer and Acceptance**

This Offer must be accepted, if at all, within forty-five (45) days of receipt.  
This Offer is made subject to the attached Standard Conditions and Assurances

**Legal Name and Address of Award Recipient**

City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

**Funding Program**

Drinking Water	<input type="checkbox"/>	Wastewater	<input checked="" type="checkbox"/>
State Revolving Fund (SRF)	<input type="checkbox"/>		
State Reserve Loan (SRL)	<input type="checkbox"/>		
State Emergency Loan (SEL)	<input type="checkbox"/>		
State Reserve Grant (SRG)	<input type="checkbox"/>		
Asset Inventory and Assessment Grant	<input checked="" type="checkbox"/>		
Merger Regionalization Feasibility Grant	<input type="checkbox"/>		

**State Project Number:** E-AIA-W-16-0004

**Project Description:**

Asset Inventory and Assessment Project

**Total Financial Assistance Offer:** **\$ 140,000**

**Match Percentage**  
**(includes 1.5% Grant Fee):** 10%

**1.5% Grant Fee:** \$2,100

Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

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

For The State of North Carolina: **Kim H. Colson, P.E., Director, Division of Water Infrastructure**  
**North Carolina Department of Environmental Quality**

	9/29/16
Signature	Date

On Behalf of: \_\_\_\_\_  
Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

 .....	 .....
Signature	Date

<b>STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS</b>
--

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

Date: September 29, 2016

**INVOICE****NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Payable to: NC/DEQ-DWI

Mail to: *Attention: Ms. Pam Haven*  
Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633Bill To: City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645**Item: 1.5 percent closing fee for AIA Project E-AIA-W-16-0004****Loan Amount: \$140,000.00****Closing Fee Amount: \$2,100****PAYMENT IS DUE WITHIN 30 DAYS OF THIS INVOICE****FOR USE OF DIVISION OF WATER INFRASTRUCTURE**

Deposit to Fund \_\_\_\_\_ Amount Paid \_\_\_\_\_

**FEDERAL ID & DUNS # REQUEST MEMO**

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

<b>RECIPIENT:</b> <hr/>
<b>PROJECT NUMBER:</b> <hr/>
<b>FEDERAL IDENTIFICATION NUMBER:</b> <hr/>
<b>DUNS NUMBER:</b> <hr/>

**REIMBURSEMENT REQUEST FORM**

Division of Water Infrastructure

Project No. \_\_\_\_\_

Period Covered by this Report - From \_\_\_\_\_ To \_\_\_\_\_

**Recipient Organization**

Name:

Payment No. \_\_\_\_\_

Address:

Page No. \_\_\_\_\_ of \_\_\_\_\_

City, State & Zip:

*Please Label Each Column  
Use separate column for each contract.  
Use additional sheets if needed.  
Use a "Misc." column if needed.*

*Example Column Labels*

<i>Engineer</i>	<i>Contract #1, ABC Const. Co.</i>	<i>Contract #2, XYZ Utility Inc.</i>
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Classification of	A	B	C	Total
Planning & Design Fees				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
<b>Total Cumulative to date</b>				
Previous Received				
Amount Requested				
Percent Complete				

**Certification**

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

DWI comments
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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 BY CITY OF LENOIR CITY COUNCIL**

**WHEREAS**, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist units of government with meeting their wastewater infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$140,000 to perform Wastewater Asset Inventory and Assessment Work, and

**WHEREAS**, the City of Lenoir intends to perform said project in accordance with the agreed scope of work,

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

That the City of Lenoir does hereby accept the State Reserve Grant offer of \$140,000.

That the City of Lenoir does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

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

Adopted this the \_\_\_\_ day of October, 2016 at Lenoir, North Carolina.

SEAL

\_\_\_\_\_  
Joseph L. Gibbons, Mayor

ATTEST:



\_\_\_\_\_  
Shirley M. Cannon, City Clerk

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200



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

**I. Agenda Item:** Public Utilities – Water System Asset Inventory and Assessment Grant Application Resolution\*\*

**Background Information:** The NC Department of Environmental Quality, Division of Water Infrastructure made available a grant program to make funding available to eligible units of local government that have a need to develop a comprehensive asset inventory program that includes condition assessment of critical assets within the water system. The City of Lenoir was successful with its application and was awarded a grant in the amount of \$80,000.00 to assist the City of Lenoir in undertaking this beneficial analysis of our system including the water treatment facility and the distribution system. The grant requires a 10% match from the city (part of the match may be in-kind) and the payment of a 1.5% Grant Fee in the amount of \$1,200.00. The Grant Fee is included in the 10% match.

This grant opportunity will be very beneficial to the City to facilitate the development of an asset inventory program that will provide a clearer understanding of our critical needs within our water system. As future Capital Improvement Plans are developed, this information will be valuable to the decision making process.

**II. Staff Recommendation:** Staff recommends approval of the proposed resolution accepting the grant offer from the Division of Water Infrastructure and making the applicable assurances contained therein.

**III. Reviewed by:**

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

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

**Public Works/Public Utilities Director:** \_\_\_\_\_

**\*\* NOTE:** This grant program requires that applications for water systems and wastewater systems must be filed separately. This is the purpose for approving two resolutions.



PAT MCCRORY

*Governor*

DONALD R. VAN DER VAART

*Secretary*

KIM H. COLSON

*Director*

September 29, 2016

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Scott Hildebran, City Manager  
City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

SUBJECT: Offer and Acceptance for a State Grant  
Project No. H-AIA-D-16-0013  
Water Asset Inventory and Assessment

Dear Mr. Hildebran:

The City of Lenoir has been approved for a Water Asset Inventory and Assessment Grant from the Water Infrastructure Fund in the amount of \$80,000.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Grant in the amount of \$80,000. This offer is made subject to the conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the grant offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project. Retain the other copy for your files.

All work associated with the Asset Inventory and Assessment project must be completed within 24 months of the date of this letter. The documentation described in the standard conditions of the grant offer should be submitted to this office within 24 months, as well. Any work performed prior to the date of the Letter of Intent to Fund may not be eligible for reimbursement.



State of North Carolina | Environmental Quality | Water Infrastructure

1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604

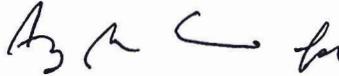
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Mr. Scott Hildebran, City Manager  
September 29, 2016  
Page 2

In addition, the enclosed pay request form must be used for all reimbursement requests. You may make additional copies as needed. Also, enclosed is a memorandum requesting your Federal Identification Number. Please note that your project will be audited in accordance with the General Statutes.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Grant funds made available by North Carolina Water Infrastructure Fund.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures:

Grant Offer and Acceptance Document (2 copies)  
Reimbursement Request form  
Fed ID Request Form  
Resolution to accept Grant Offer (suggested format)  
Grant Closing Fee Invoice

cc: Mr. Doug Chapman, McGill Associates, Hickory  
AIA

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

**State Loan or Grant Offer and Acceptance**

This Offer must be accepted, if at all, within forty-five (45) days of receipt.

This Offer is made subject to the attached Standard Conditions and Assurances

**Legal Name and Address of Award Recipient**

City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Wastewater	<input type="checkbox"/>
State Revolving Fund (SRF)	<input type="checkbox"/>		
State Reserve Loan (SRL)	<input type="checkbox"/>		
State Emergency Loan (SEL)	<input type="checkbox"/>		
State Reserve Grant (SRG)	<input type="checkbox"/>		
Asset Inventory and Assessment Grant	<input checked="" type="checkbox"/>		
Merger Regionalization Feasibility Grant	<input type="checkbox"/>		

**State Project Number:** H-AIA-D-16-0013

**Project Description:**

Asset Inventory and Assessment Project

**Total Financial Assistance Offer:** **\$ 80,000**

**Match Percentage  
(includes 1.5% Grant Fee):** 10%

**1.5% Grant Fee:** \$1,200

Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

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

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

 _____ Signature	9/29/16 _____ Date
---	--------------------------

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
 Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

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

<b>STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS</b>
--

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

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

**State Loan or Grant Offer and Acceptance**

This Offer must be accepted, if at all, within forty-five (45) days of receipt.  
This Offer is made subject to the attached Standard Conditions and Assurances

**Legal Name and Address of Award Recipient**

City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Wastewater	<input type="checkbox"/>
State Revolving Fund (SRF)	<input type="checkbox"/>		
State Reserve Loan (SRL)	<input type="checkbox"/>		
State Emergency Loan (SEL)	<input type="checkbox"/>		
State Reserve Grant (SRG)	<input type="checkbox"/>		
Asset Inventory and Assessment Grant	<input checked="" type="checkbox"/>		
Merger Regionalization Feasibility Grant	<input type="checkbox"/>		

**State Project Number:** H-AIA-D-16-0013

**Project Description:**

Asset Inventory and Assessment Project

**Total Financial Assistance Offer:** **\$ 80,000**

**Match Percentage**  
**(includes 1.5% Grant Fee):** 10%

**1.5% Grant Fee:** \$1,200

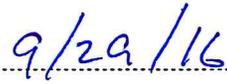
Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

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

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure**  
**North Carolina Department of Environmental Quality**

	
Signature	Date

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

_____	_____
Signature	Date

<b>STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS</b>
--

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

Date: September 29, 2016

**INVOICE****NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Payable to: NC/DEQ-DWI

Mail to: *Attention: Ms. Teresa Tripp*  
Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633Bill To: City of Lenoir  
Post Office Box 958  
Lenoir, North Carolina 28645**Item: 1.5 percent closing fee for AIA Project H-AIA-D-16-0013****Loan Amount: \$80,000.00****Closing Fee Amount: \$1,200.00****PAYMENT IS DUE WITHIN 30 DAYS OF THIS INVOICE****FOR USE OF DIVISION OF WATER INFRASTRUCTURE**

Deposit to Fund \_\_\_\_\_ Amount Paid \_\_\_\_\_

**FEDERAL ID & DUNS # REQUEST MEMO**

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

**RECIPIENT:**

---

**PROJECT NUMBER:**

---

**FEDERAL IDENTIFICATION NUMBER:**

---

**DUNS NUMBER:**

**REIMBURSEMENT REQUEST FORM**

Division of Water Infrastructure Project No. \_\_\_\_\_

Period Covered by this Report - From \_\_\_\_\_ To \_\_\_\_\_

**Recipient Organization**

Name: \_\_\_\_\_ Payment No. \_\_\_\_\_

Address: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

*Please Label Each Column  
Use separate column for each contract.  
Use additional sheets if needed.  
Use a "Misc." column if needed.*

*Example Column Labels*

Engineer	Contract #1, ABC Const. Co.	Contract #2, XYZ Utility Inc.
----------	--------------------------------	----------------------------------

Classification of	A	B	C	Total
Planning & Design Fees				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
<b>Total Cumulative to date</b>				
Previous Received				
Amount Requested				
Percent Complete				

Certification

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Type or Print Name and Title

DWI comments



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 BY CITY OF LENOIR CITY COUNCIL**

**WHEREAS**, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist units of government with meeting their water infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$80,000 to perform Water Asset Inventory and Assessment Work, and

**WHEREAS**, the City of Lenoir intends to perform said project in accordance with the agreed scope of work,

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

That the City of Lenoir does hereby accept the State Reserve Grant offer of \$80,000.

That the City of Lenoir does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

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

Adopted this the \_\_\_\_\_ day of October, 2016 at Lenoir, North Carolina.

SEAL

\_\_\_\_\_  
Joseph L. Gibbons, Mayor

ATTEST:

\_\_\_\_\_  
Shirley M. Cannon, City Clerk



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

- I. Agenda Item:** Construction Bid Award – Harper and Fairview Water and Sewer Line Extensions

**Background Information:** The City of Lenoir has been working in conjunction with Habitat For Humanity to extend water and sewer line service into a Habitat development located at the corner of Harper Ave and Fairview Drive. The source of funding for the utility extension is through a Community Development Block Grant administered by the Western Piedmont Council of Governments. After rebidding, we received one bid from Brushy Mountain Builders in the amount of \$60,000. However, funds are only available in the amount of \$42,000.00 through CDBG. The original bid amount of \$60,000.00 has been negotiated to meet the amount of funds available through CDBG. Several items were removed from the project that will be executed by city forces as in-kind contribution. Please see the attached Award Recommendation from McGill Associates as well as a letter from Brushy Mountain builders accepting the changes to the contract.

- II. Staff Recommendation:** Staff recommends City Council approval of the contract between the City of Lenoir and Brushy Mountain Builders (as modified) and as recommended by McGill Associates in the amount of \$42,000.00.

- III. Reviewed by:**

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

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

**Public Works/Public Utilities Director:** \_\_\_\_\_



October 13, 2016

Mr. Radford Thomas  
 Director of Public Utilities  
 Post Office Box 958  
 Lenoir, North Carolina 28645

RE: Award Recommendation  
 Harper & Fairview Redevelopment  
 Public Water & Sewer Extensions

Dear Mr. Thomas:

A total of two (2) bids were received on August 30, 2016 for the Harper & Fairview Redevelopment Public Water & Sewer Extensions project. As this project was publically advertised and bid through the formal bidding process in accordance with Community Development Block Grant (CDBG) funding requirements, bids were not opened on August 30, 2016 and the project was re-bid.

A total of one (1) bid was received on September 27, 2016 for the re-bid of the above referenced project, which was opened and read aloud at the designated time and place. According to North Carolina General Statutes, a contract may be awarded following a second bid advertisement regardless of the number of bids received.

The base for this project bid included the following three (3) bid items.

- Base Bid Item 1: Sanitary Sewer Extension
- Base Bid Item 2: Water System Extension
- Base Bid Item 3: Pavement Restoration

Upon opening and evaluating the only bid received on September 27, 2016, Brushy Mountain Builders, Incorporated of Lenoir, North Carolina, was the only responsive, responsible bidder, with a total base bid amount of \$60,000.00. Brushy Mountain Builders, Incorporated is appropriately licensed with the North Carolina General Contractor Board to perform this project, and has successfully completed projects of this nature in the past.

As the City of Lenoir currently has \$42,000.00 in CDBG funds available for project construction, it is our further recommendation to modify the award of this contract in the following manner to match the award amount to the available CDBG funds:

- Base Bid Item 1: Award to Brushy Mountain Builders, Inc. for the amount of \$27,500.00
- Base Bid Item 2: Award to Brushy Mountain Builders, Inc. with a modified scope bringing the award amount to \$14,500.00. The modified scope includes purchasing all Base Bid Item 2 materials and installing all of the 2-inch water main. The remaining Base Bid Item 2 scope, which includes tapping the existing water main, connecting the 2-inch water main to the existing main, and installing 3/4" service lines, meter pits, and meter setters, will be performed by City of Lenoir forces.
- Base Bid Item 3: To be removed from contract and performed by City of Lenoir forces.

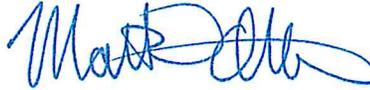
E n g i n e e r i n g • P l a n n i n g • F i n a n c e

Please find attached a letter from Brushy Mountain Builders, Inc. indicating their willingness to agree to these terms, together with a modified scope of water line construction and pricing for Base Bid Item 2.

Therefore, we recommend the City of Lenoir award the Harper & Fairview Redevelopment Public Water & Sewer Extensions project with scope modifications as defined herein to Brushy Mountain Builders, Incorporated for the amount of \$42,000.00. This amount includes the Base Bid Item 1 amount of \$27,500.00 and the modified Base Bid Item 2 amount of \$14,500.00. As this recommendation does not include contingency, contingencies will be addressed through the Public Utilities Department budget.

Enclosed is the certified bid tabulation for your use. If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,  
McGILL ASSOCIATES, P.A.



MATTHEW D. OETTING, PE  
Project Manager

Enclosures



October 14, 2016

Matthew Oetting, PE

McGill Associates

1240 19<sup>th</sup> Street Lane NW

Hickory, N.C. 28601

Reference: Harper & Fairview Public Water & Sewer Extensions Project

Mr. Matthew Oetting,

Brushy Mountain Builders, Inc. proposes the following for the Harper & Fairview Public Water & Sewer Extensions Project:

Bid Item #1:

- Scope: Per bidding documents.
- Price: \$27,500.00 (No Change).

Bid Item #2:

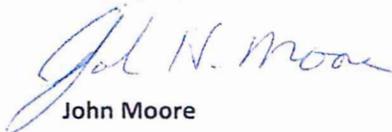
- Scope: Purchase all materials identified in bidding documents, install all (approximately 330 lf) 2" water line and blow -off assembly, and perform all testing related to 2" water line.
- Price: \$14,500.00.
- Remaining scope, which includes tapping the existing water main, connecting the 2" water main to existing main, and installing ¾" service lines, meter pits, and meter setters will be performed by City of Lenoir forces.

Bid Item #3:

- Will be removed from our contract and performed by City of Lenoir forces.

The time/schedule for this project as well as all other obligations of Contractor will remain as noted in Contract Documents.

Thank you,



John Moore

Brushy Mountain Builders, Inc.

3390 GAITHER WALKER CIRCLE • LENOIR, NC 28645 • PHONE: 828-758-5577 • FAX: 828-759-0099

## HARPER & FAIRVIEW REDEVELOPMENT - PUBLIC WATER & SEWER EXTENSIONS

CITY OF LENOIR NORTH CAROLINA  
 Tuesday, September 27, 2016; 2:00 pm  
 Lenoir Public Works Conference Room - 510-B Greer Circle, Lenoir, North Carolina 28645

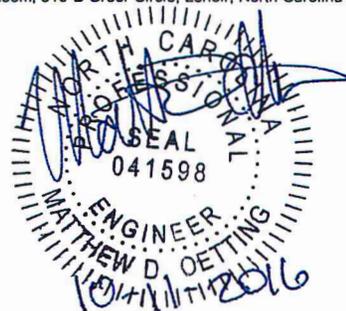
BID RESULTS				BIDDERS					
				BRUSHY MOUNTAIN BUILDERS, INC.		IRON MOUNTAIN BUILDERS, INC.		PRESTWOOD WATER & SEWER	
No.	Bid Items	Qty.	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Sanitary Sewer Extension	1	Lump Sum	\$27,500.00	\$27,500.00	---	---	---	---
2	Water System Extension	1	Lump Sum	\$21,200.00	\$21,200.00	---	---	---	---
3	Pavement Restoration	1	Lump Sum	\$11,300.00	\$11,300.00	---	---	---	---
TOTAL BASE BID (Add Bid Items 1 thru 3):				\$60,000.00		NO BID		NO BID	
ATTACHMENTS TO BID									
Bid Security				Yes (Bond)		---		---	
E-Verify Affidavit				Yes		---		---	
Non-Collusion Affidavit				Yes		---		---	
CDBG CI-CFC Bulletin 10-26 Debarment Certification				Yes		---		---	
CDBG Form 12 Certification of Eligibility				Yes		---		---	
CDBG Form 112 Certification of Wage Requirements				Yes		---		---	
CDBG Form 115 Certification of Payment Supervision				Yes		---		---	
CDBG HUD Section 3 EEO Affirmative Action Program Forms				Yes		---		---	
NC MBFORMS 2002-R MBE-WBE Compliance Statement				Yes		---		---	
NC MBFORMS 2002-R MBE-WBE Participation Affidavits A&B				Yes		---		---	
NC Memorandum 2016-10 Iran Divestment Act Certification				Yes		---		---	
Unit Cost Schedule				Yes		---		---	
Addendum 1 Acknowledgement				Yes		---		---	
Addendum 2 Acknowledgement				Yes		---		---	
Addendum 3 Acknowledgement				No		---		---	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 pm local time on the 27th day of September, 2016, at the Lenoir Public Works Conference Room, 510-B Greer Circle, Lenoir, North Carolina 28645.

MATTHEW D. OETTING, PE



1240 19th Street Lane NW  
 Hickory, North Carolina 28603  
 License No. C-0459



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

- I. Agenda Item:** III. G. Comprehensive Boundary Survey; Lenoir Watershed Property: Approval of the Request for Proposals for a Comprehensive Boundary Survey for the Lenoir Watershed Conservation Easement Property as required by the Clean Water Management Trust Fund (CWMTF).
- II. Background Information:** The CWMTF, a division of the Department of Natural and Cultural Resources, is under contract with the City of Lenoir to purchase a conservation easement on the Lenoir Watershed property to conserve these lands in perpetuity. A condition of the contract requires the City to complete a boundary survey of the property.
- As such, the City of Lenoir solicited qualifications for a geodetic comprehensive boundary survey for the Lenoir Watershed property. The property, approximately 568.36 acres of land including 6 parcels, also includes a law enforcement firing range. The boundary survey will delineate the firing range on the property (approximately 5 acres). Funds to cover the survey were included in the easement purchase.
- A copy of the Request for Qualifications is enclosed for your information.
- III. Staff Recommendation:** A recommendation is pending and will be provided to City Council prior to the meeting on October 18, 2016.
- IV. Reviewed by:**

**City Attorney:**

**City Manager:** 

## Request for Proposals for Comprehensive Boundary Survey for Lenoir Watershed Conservation Easement

### I. PROJECT CONTEXT

The NC Clean Water Management Trust Fund ("CWMTF"), a division of the Department of Natural and Cultural Resources, is under contract with the City of Lenoir to purchase a conservation easement on the Lenoir Watershed property to conserve these lands in perpetuity. The subject property is listed as PIN No. 09-164-1-2. The City of Lenoir is required to have a survey conducted of the property described as:

#### 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.

### II. PROJECT DESCRIPTION

The City of Lenoir is seeking qualifications for geodetic comprehensive boundary surveys for the Lenoir Watershed property described above.

#### CWMTF Guidance to follow on Surveys:

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.

Please note: there is a law enforcement shooting range on the property which will be excluded from the conservation easement. The area of the shooting range is approximately 5 acres.

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### III. SITE DESCRIPTION

A vicinity and property map are attached to this document.

### IV. EXISTING STUDIES AND OTHER INFORMATION SOURCES

There are no existing surveys of this property. Lenoir Police Chief Scott Brown can assist in delineation of the law enforcement shooting range area.

### V. SCOPE OF SERVICES

The City of Lenoir will contract with a firm with a registered Professional Land Surveyor to conduct a comprehensive survey on the subject property.

The Scope of work shall include but not be limited to:

1. Survey: Any survey of the Property and/or the Conservation Easement obtained must meet the following criteria:
  - One full-sized survey and one 8 ½ by 11-inch survey must be provided.
  - Submit the survey to CWMTF in hard copy for review prior to recordation.
  - The survey must be in recordable form, depict a metes and bounds description, and tie the beginning point of the Conservation Easement to a point on a property boundary line.
  - The survey must be in accordance with the latest version of N.C.A.C. Title 21, Chapter 56, Section.1600 – Standards of Practice for Land Surveying in North Carolina; in particular 21 N.C.A.C. 56.1602(g).
  - The survey must display the Property Identification Number (09-164-1-2), as assigned by the county where the Property is located, and show the Grant Contract number (2015-033) in the title block.
  - 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.

### VI. PROJECT DELIVERABLES

1. One digital and 2 bound hardcopies of the comprehensive boundary survey report.
  2. Digital files of any ACAD, GIS layers (shapefiles), maps, and photographs associated with the survey and report.
  3. One full-sized survey and one 8 ½ by 11-inch survey must be provided.
  4. The Provider shall show the existing property corners, easements, dwellings, roadways, and waterbodies on the survey plat.
-

5. The Provider shall set 5/8" rebar 30" in length and 3-1/4" aluminum caps on all easement corners.
6. 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.
7. 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".
8. 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.
9. If the Property has no public road frontage, show a right of access to the Property and Conservation Easement area.

#### VII. EXPECTED PROJECT SCHEDULE AND PROCESS

RFQ Posted	[October 6, 2016]
Deadline for RFQ submittals	[October 14, 2016]
Selection of top ranked consultant team	[October 18, 2016]
Project begins	[October 19, 2016]
Desired project completion	[November 21, 2016]

#### VIII. SUBMITTAL REQUIREMENTS

Please submit three (3) originals of your proposal. Each proposal should be submitted on 8½" x 11" sheets and bound, to include all photographs and drawings (except for the copies of other reports). The proposal shall include:

1. Cover letter.
2. Firm name, address, telephone number, and contact person.
3. Date firm established, its history, and any prior names.
4. Resumes of project team members
5. Certificate of Insurance

Not less than four references, including contact names and phone numbers, of clients that the City of Lenoir may contact.

#### IX. TERMS AND CONDITIONS OF THE CONTRACT

1. The firm hired must have a registered land surveyor on staff with experience in submitting comprehensive land survey reports.
  2. The firm hired must comply with all Caldwell County and state ordinances.
-

3. Certificates of Insurance evidencing general and professional liability coverage of not less than \$1,000,000, auto insurance coverage, and Worker's Compensation coverage to statutory limits.

Qualifications must be submitted no later than 4 p.m. on October 14, 2016 to:

City Manager, Scott Hildebran  
City of Lenoir  
801 West Ave Northwest  
Lenoir, NC 28645

or electronically to

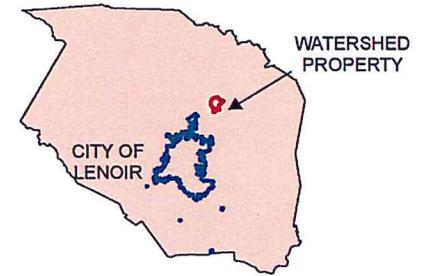
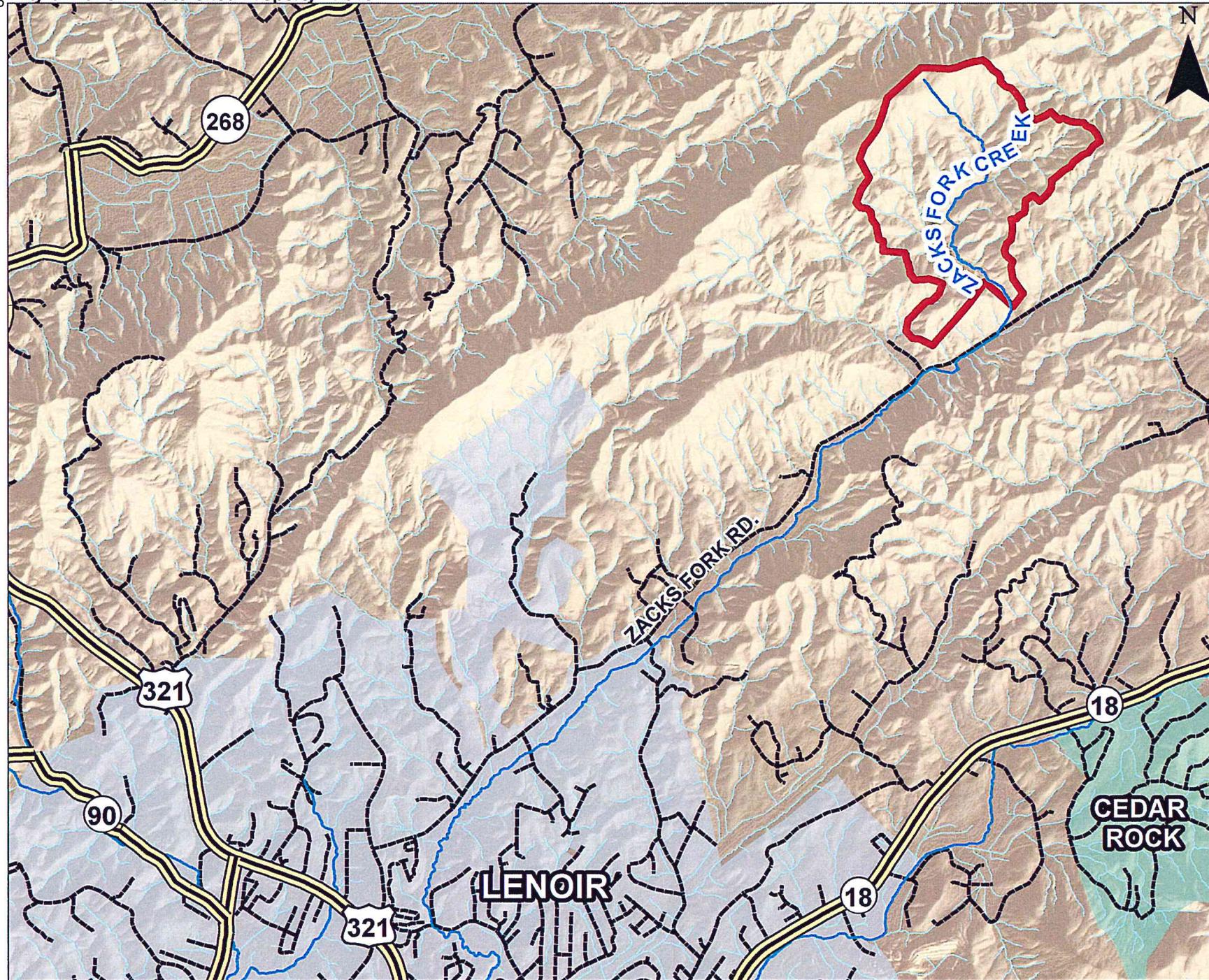
[shildebran@CI.LENOIR.NC.US](mailto:shildebran@CI.LENOIR.NC.US)

The City of Lenoir shall not pay any cost incurred in the submission of qualifications or for their preparation. The City of Lenoir reserves the right to reject any or all proposals received resulting from this solicitation.

Any questions concerning this Request for Proposals should be referred to:

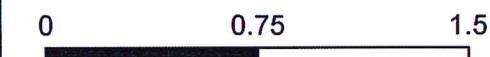
Scott Hildebran, City Manager, [shildebran@CI.LENOIR.NC.US](mailto:shildebran@CI.LENOIR.NC.US) or (828)757-2200.

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**Legend**

-  Major Highways
-  Streets
-  Streams
-  Hydrography
-  Lenoir Watershed Property



**CITY OF LENOIR**  
**2017 HOLIDAY SCHEDULE**

Monday, January 2	New Year's Day
Monday, January 16	Martin Luther King, Jr. Day
Friday, April 14	Good Friday
Monday, May 29	Memorial Day
Tuesday, July 4	Independence Day
Monday, September 4	Labor Day
Friday, November 10	Veterans Day
Thursday, November 23	Thanksgiving Holiday
Friday, November 24	
Monday, Tuesday & Wednesday December 25, 26, & 27	Christmas Holiday

# CITY OF LENOIR

## LISTING OF CITY COUNCIL MEETINGS FOR 2017

### JANUARY

City Council	Tuesday, January 3	6:00 pm.
City Council	Tuesday, January 17	6:00 p.m.
Committee of the Whole	Tuesday, January 24	8:30 a.m.

### FEBRUARY

City Council	Tuesday, February 7	6:00 p.m.
City Council	Tuesday, February 21	6:00 p.m.
Committee of the Whole	Tuesday, February 28	8:30 a.m.

### MARCH

City Council	Tuesday, March 7	6:00 p.m.
City Council	Tuesday, March 21	6:00 p.m.
Committee of the Whole	Tuesday, March 28	8:30 a.m.

### APRIL

City Council	Tuesday, April 4	6:00 p.m.
City Council	Tuesday, April 18	6:00 p.m.
Committee of the Whole	Tuesday, April 25	8:30 a.m.

### MAY

City Council	Tuesday, May 2	6:00 p.m.
City Council	Tuesday, May 16	6:00 p.m.
Committee of the Whole	Tuesday, May 23	8:30 a.m.

### JUNE

City Council	Tuesday, June 6	6:00 p.m.
City Council	Tuesday, June 20	6:00 p.m.
Committee of the Whole	Tuesday, June 27	8:30 a.m.

### JULY

City Council	Tuesday, July 18	6:00 p.m.
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**\*Only one meeting will be held in July**

**AUGUST**

City Council	Tuesday, August 1	6:00 p.m.
City Council	Tuesday, August 15	6:00 p.m.
Committee of the Whole	Tuesday, August 22	8:30 a.m.

**SEPTEMBER**

City Council	Tuesday, September 5	6:00 p.m.
City Council	Tuesday, September 19	6:00 p.m.
Committee of the Whole	Tuesday, September 26	8:30 a.m.

**OCTOBER**

City Council	Tuesday, October 3	6:00 p.m.
City Council	Tuesday, October 17	6:00 p.m.
Committee of the Whole	Tuesday, October 24	8:30 a.m.

**NOVEMBER**

City Council	Tuesday, November 14	6:00 p.m.*
Committee of the Whole	Tuesday, November 28	8:30 a.m.

\*Note date change for City Council Meeting

**DECEMBER**

City Council	Tuesday, December 5	6:00 p.m.
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\*Only one meeting will be held in December

**2017 SCHEDULE OF EVENTS**

<b><u>NCLM Meetings</u></b>	<b><u>Event</u></b>
TBA	Town Hall Day
TBA	NCLM Conference
<b><u>NLC Meetings</u></b>	<b><u>Event</u></b>
March 11-15, 2017	Congressional City Conference (Washington, DC)
November 15-18, 2017	NLC City Summit (Charlotte, NC)



# 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 calls for the adoption of a City Ordinance prohibiting vehicles from passing in a designated no-passing zone.

II. Background Information:

As a result of a recent traffic study in which a no-passing zone was requested by a citizen, we discovered the need for a relative City Ordinance. North Carolina General Statute § 20-150 prohibits passing only in zones marked by the NC Department of Transportation, hence the need for a similar ordinance applicable to markings installed or applied by the City of Lenoir.

III. Staff Recommendation:

Staff recommends that City Council call for a Public Hearing to be held on November 1, 2016 and approve the attached ordinance as submitted.

IV. Reviewed by:

City Attorney: _____	Date: _____
Assistant City Manager: _____	Date: _____
Police Chief: <u></u>	Date: <u>10-12-2016</u>

**Appendix B – Traffic***Proposed: 10-18-2016***Sec. 126. - Unlawful passing.**

- (a) The driver of a vehicle shall not overtake and pass another vehicle on any portion of a city street which is marked by signs, markers or markings placed by the City stating or clearly indicating that passing should not be attempted.
- (b) The city manager may install or cause to be installed appropriate traffic-control measures to indicate that no passing is allowed whenever and wherever passing would be unsafe.

State Law Reference – N.C.G.S. 20-150; N.C.G.S. 160A-296.



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## Council Action Form

I. Agenda Item:

This agenda item calls for classifying speed limits and no passing zones on the city-maintained streets of Corpening Place and Hillcrest Street in the West End community.

II. Background Information:

At the request of West End resident, Reverend Jimmy Norwood, the police department's traffic section conducted a study for the purposes of determining appropriate speed limits and striping for Corpening Place (see attached). The street speed is currently not classified in ordinance, which defaults it to 35 MPH – much too fast for this short, narrow street. The street is not currently striped, yet its width of 22' is sufficient for two-way traffic and marked center lines. Although we did not find serious speeding issues, we feel that a 20 MPH speed limit and no passing zone throughout Corpening Place will improve the safety and quality of life for this neighborhood's residents.

Due to the close proximity and similar characteristics of Hillcrest Street, which is also defaulted to 35 MPH and not currently striped, we recommend Hillcrest Street be classified as a 20 MPH street and no passing zone, in its entirety.

III. Staff Recommendation:

Staff recommends that Corpening Place and Hillcrest Street be designated 20 MPH streets and no passing zones, in their entirety, and that appropriate signage be posted and striping painted, at the direction of the Public Works Director.

IV. Reviewed by:

City Attorney: _____	Date: _____
Assistant City Manager: _____	Date: _____
Police Chief: <u></u>	Date: <u>10-10-2016</u>



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## TRAFFIC ENFORCEMENT UNIT

## TRAFFIC PROJECT

LOCATION	PURPOSE	ORIGIN	DATE COMPLETED
800 BLK of Corpening Place	Speeding and Stop Sign Violations	Rev. J. Norwood	10/07/2016



### TRAFFIC PROJECT COMPLETED BY:

Sergeant James Moore  
 Master Patrol Officer Nathaneal Blache

Lenoir Police Department  
 Traffic Enforcement Unit  
 828-757-211

## INTRODUCTION

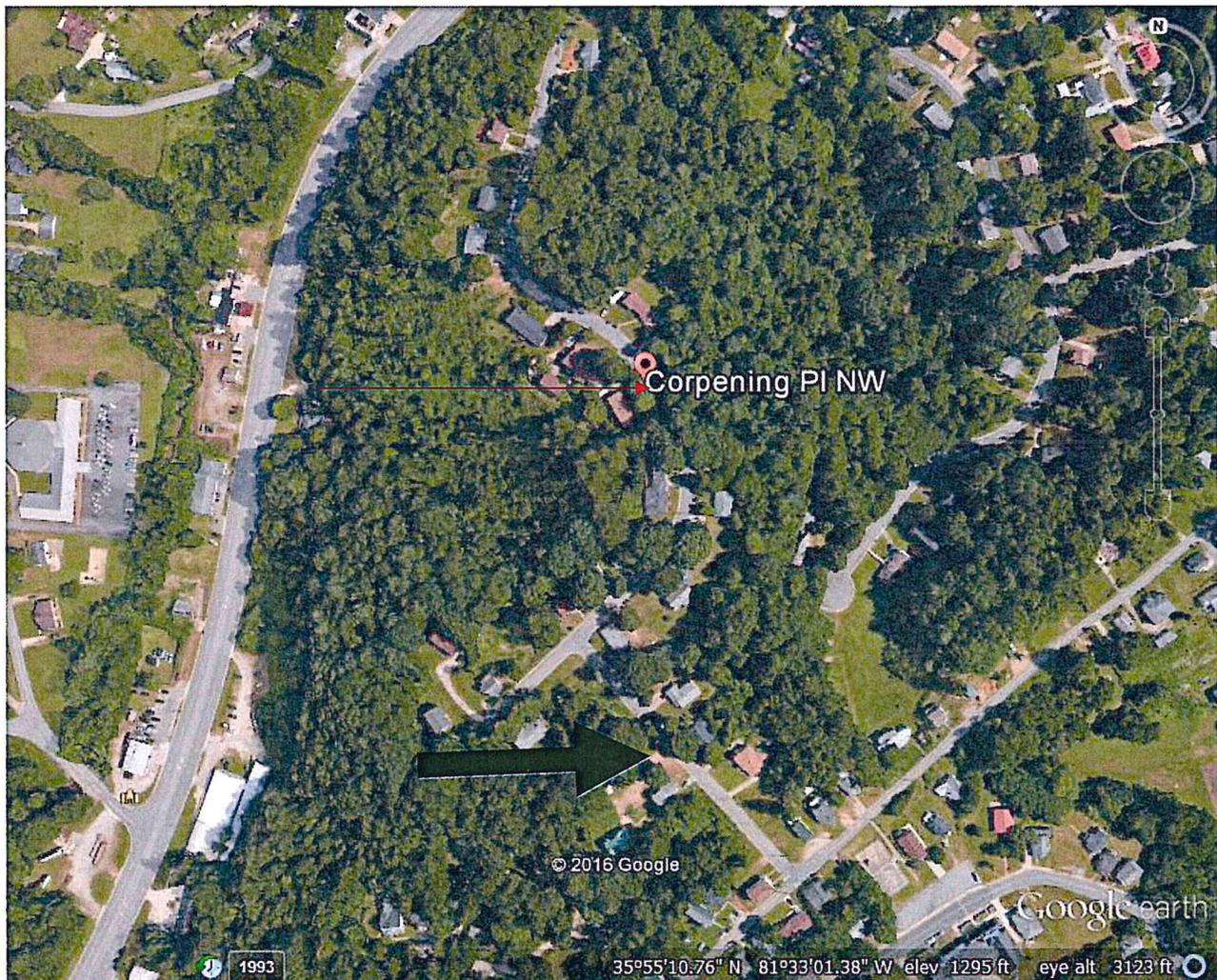
The Lenoir Police Department Traffic Enforcement Team conducted a study of traffic on the 800 block of Corpening Place. The study was requested to determine:

- Whether or not the street needed to be striped.
- Is the street wide enough to be striped?
- Are appropriate signs posted regarding the speed limit and stop sign?

The findings of this study are presented in this report.

The data presented was collected in April of 2016. As the information was collected within the past six (6) months and is considered “current and accurate” to date.

## LOCATION / DESCRIPTION



*Illustration II*

The red arrow indicates the roadway in question, the 800 block of Corpening Place. The black arrow indicates Hillcrest Street.

## 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 unnoticeable and therefore renders truer speeds.

The *StealthStat* was deployed on Monday, April 18, 2016, with this date being the start of the speed evaluation process. This process was ended on Thursday, April 21, 2016. The data below describes, in detail, the results of this seventy-two hour study.

### **THERE IS NO POSTED SPEED LIMIT ON CORPENING PLACE**

❖ *What is the average speed of vehicles traveling on Corpening Place?*

On average, vehicles travel **14.22mph** while traveling on Corpening Place.

<b>Speed Study Results – Corpening Place</b>	
<b>MINIMUM SPEED</b>	10 mph
<b>MAXIMUM SPEED</b>	30 mph
<b>AVERAGE SPEED</b>	14.22 mph
<b>50<sup>TH</sup> PERCENTILE</b>	13
<b>85<sup>TH</sup> PERCENTILE</b>	18

To determine the number of vehicles traveling along Corpening Pl. on an average per day, the traffic counter was deployed. This is a ground mounted traffic statistic device that mounts directly to the road surface and is secured to an immovable object by lock and key. This device is seen across the roadway and uses air pressure that is pushed through a hose, which in turn is sent to a counter box recording the numbers.

The Traffic Counter was also deployed on Monday, April 18, 2016, with this date being the start of the traffic evaluation process. This process was ended on Thursday, April 21, 2016. The data below describes, in detail, the results of this seventy-two hour study.

#### **The Traffic Counter gathered:**

286 vehicles passed through the area in three (3) days, resulting in a daily average of 95 vehicles per day.

When a marked patrol unit is in the area, motorists tend to obey the traffic sign (stop sign) and not speed. However in the past, when patrols were conducted, violations were observed as several vehicles did not stop for the sign and were also observed speeding.

\*North Carolina DOT recommends a roadway be a minimum 20ft wide prior to striping as a two(2) lane roadway.

\*The roadway measures twenty-two(22) feet on both ends of Corpening Place.

**LPD TRAFFIC CALMING PROGRAM**

*At the discretion of the City Manager and Chief of Police any other street deemed necessary for evaluation but does not meet this criteria may be evaluated.*

For a street to be considered for the Traffic Calming Program, it must meet the following:

1. Street must be classified as a local residential street.
2. Street must not be a Major or Minor Transportation Plan roadway.
3. Street must have an average annual daily traffic volume that is greater than 500 Vehicles Per Day (VPD) but less than 5,000 VPD to qualify for multi-way stops and speed humps or 0 to 5,000 VPD to qualify for speed reduction.
4. Speed of at least 25% of the traffic on the street exceeds the posted speed limit by at least 10 mph.
5. Street must not operate at 40 mph or greater to reduce speeds to 25 mph.
6. Application must not have been denied within last (12) months.

Based on the data gathered, Corpening Pl. does not meet the requirement for the Traffic Calming Program. Corpening Pl. is an unmarked, single lane road with two way travel. Sgt. Moore has checked with City Municode and there is no speed limit posted. There are also no speed limit signs posted on Corpening Place.

**LINE OF SIGHT FROM HILLCREST ST. APPROACHING CORPENING PL.***Illustration III**Illustration IV*

As you can see from inside my patrol vehicle, while approaching Corpening Pl. on Hillcrest St., the stop sign is clearly visible.

## ADDITIONAL ROADWAY PHOTOGRAPHS



*Illustration V*

The above photograph shows the stop sign at Corpening Pl. and Hillcrest Street.



*Illustration VI*

The above photograph shows Corpening Pl. has not been striped.

**CONCLUSION / RECOMMENDATION**

In regards to Corpening Place, the speed limit is 35mph in the city limits unless otherwise posted. Therefore, it is recommended that:

- The speed limit on the entirety of Corpening Place be classified as 20 MPH and appropriate signage posted, at the direction of the Public Works Director.
- A stop bar be painted on the roadway on Hillcrest St. at Corpening Place.
- The roadway on Corpening Place be striped with a double yellow line.
- Continued Law Enforcement presence to help educate motorist that travel along this particular roadway.

**ADDITION:** Due to the close proximity and both streets having similar uses and concerns, we also recommend that the entirety of Hillcrest Street be classified at 20 MPH, with appropriate signage posted, and striped with a double yellow line.