

AGENDA
CITY OF LENOIR
COMMITTEE OF THE WHOLE
801 WEST AVENUE
TUESDAY, AUGUST 25, 2020
8:30 A.M.

I. CALL TO ORDER

II. ITEMS OF DECISION

- A. Amendment; Code of Ordinances; Section 12-1, Designation of Nuisances: A public hearing was held on Tuesday, August 18, 2020 to receive public comments regarding an amendment to the City’s Code of Ordinances, Section 12-1, Designation of Nuisances by Ordinance as related to raccoons and other “disease vector” species. **Note:** The proposed ordinance changes expand on the existing nuisance declarations and clarify the intent of the ordinance to apply to all nuisance species, including rabies-vector species. The changes in the proposed ordinance are noted in “strike-through underline format.”

City Council deferred action until the August 25, 2020 Committee of the Whole meeting in order to comply with remote meeting guidelines.

III. CITIZEN COMMENT

IV. COMMITTEE ITEMS

- A. Update; Public Utilities – Public Utilities Director Radford Thomas

1. Presentation; Biosolids Project (Gryphon Dryer) – Director Thomas

- B. Update; Public Works – Public Works Director Jared Wright

1. Update; Hospital Avenue Sidewalk Project – Director Wright

V. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board conducted an electronic meeting on Thursday, August 13 at 6:00 p.m. Minutes of the July 9, 2020 meeting are submitted as information. Kaylynn Horn, Economic Development Director, will present a report of current projects.

- B. Planning Board: The Planning Board did not meet in August due to no agenda items. The next regular meeting is scheduled for Monday, September 22 at 5:30 p.m. Planning Director Jenny Wheelock may present a Departmental update.

C. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board held a meeting on Monday, August 17 at 6:00 p.m. Minutes of the meeting are submitted as information. Kenny Story, Recreation Director, will present a report of current activities.

VI. FINANCE & ADMINISTRATION

A. Update – Finance Director Donna Bean

1. Sales Tax Chart by Year – Finance Director Donna Bean

2. Yokefellow Agreement – Finance Director Donna Bean

B. Update; Public Communications – Public Information Officer Joshua Harris

VII. PUBLIC SAFETY

A. Update; Police Department - Chief Brent Phelps

B. Update; Fire Department –Chief Ken Hair

1. Quarterly Report (April, May & June) – Chief Hair

VIII. OTHER

A. September Calendar

IX. ADJOURN

CITY OF LENOIR
COUNCIL ACTION FORM
August 18, 2020

I. Agenda Item:

Amendments to Chapter 12: Nuisances, related to raccoons and other “disease vector” species.

II. Background Information:

Chapter 12 addresses nuisances within the City, including noise, public nuisances, and abandoned and junked motor vehicles. Chapter 12 covers most of the items that the Lenoir Police Department’s Nuisance Abatement Officer enforces on a day-to-day basis, sometimes in conjunction with the Lenoir Planning Department.

While Chapter 12 specifically addresses conditions which may harbor and/or become a breeding ground for mosquitos, rats, snakes, or other pests, it was recently brought to the attention of staff that the ordinance does not specifically address other species that may also harbor disease and/or create a public nuisance.

A “Disease Vector” species is a living organism that can pass diseases to humans (and their domestic pets). Mosquitos and rodents, which are specifically addressed already in the ordinance, are two of the most common species that can carry harmful diseases. However, the ordinance is silent on rabies-vector species, which include raccoons, foxes, skunks, and bats. From time-to-time, staff encounters conditions on a property where the owner or tenant is actively encouraging and/or harboring these types of species (usually by providing a habitat and/or feeding the animals). The proposed changes expand on the existing nuisance declarations and clarify the intent of the ordinance to apply to all nuisance species, including rabies-vector species.

A proposed ordinance with changes noted in “strike-through/underline” format is attached.

III. Staff Recommendation:

Adoption of the attached ordinance

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: _____

**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR,
NORTH CAROLINA, AMENDING CHAPTER 12 - NUISANCES,
RELATED TO DISEASE VECTOR SPECIES, PROVIDING FOR
SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Whereas, Chapter 12 currently addresses nuisance conditions related to harboring pests or creating breeding grounds for the same, but does not specifically address rabies-vector species; and

Whereas, From time-to-time staff fields complaints related to raccoons, bats, and other rabies-vector species, in addition to the more common complaints related to other disease-vectors and pests such as mosquitos, rats, and snakes, which are already specifically addressed in the nuisance ordinance; and

Whereas, Property conditions that harbor snakes, rats, and mosquitos may be different than conditions promulgating rabies-vector species, but the control of all of these types of nuisances is vital to maintaining a healthy and safe community; and

Whereas, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

**NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY
OF LENOIR, NORTH CAROLINA, AS FOLLOWS:**

SECTION 1. Chapter 12 of the Code of Ordinances, City of Lenoir, North Carolina, “Nuisances” is hereby amended to read as follows:

ARTICLE 1. – IN GENERAL

Sec. 12-1. Designation of nuisances.

- (a) No occupant or owner of any building, structure, dwelling, dwelling unit or vacant lot of land shall place, leave or allow anything which is unsightly as to create a nuisance, including but not limited to the following:
- (1) Refuse, debris, dead animals, stagnant water, rubbish, decayed vegetables and fruits, and household garbage;
 - (2) Stables, lots or shelters for animals causing an offensive odor;
 - (3) Appliances, including but not limited to any icebox, refrigerator, stove, dishwasher, freezer, clothes washer or dryer, or television;
 - (4) Machinery, to include but not be limited to, any mowers or parts thereof or any used vehicle part, or other item which is either in a wholly or partially wrecked, junked, dismantled or inoperative condition and which is not enclosed within a building (this section shall not apply to authorized junk dealers);

- (5) Used equipment, including but not limited to worn-out furniture or building materials which are not being used during construction; or
 - (6) Outside storage of wood products being used as firewood which are not stacked.
- (b) This section shall apply to any item that may cause injury to the health, safety or general welfare of any other person, or that is unreasonably detrimental to neighboring properties. All properties within the city limits shall remain clean and in such order as to not harbor or attract disease vector species and pests (including but limited to rodents, snakes, mosquitos, cockroaches, raccoons, skunks). ~~rats or any other vermin. This section shall apply to any such item which remains on the same property of the same occupant for a period not less than 15 days. This section shall not apply to authorized junk dealers.~~
- (c) Any person violating, failing, refusing or neglecting to comply with any of the provisions of this section shall be subject to a civil penalty. This provision is adopted pursuant to and in accordance with G.S. 160A-175(c). Failure to abate a violation may also constitute a misdemeanor or infraction pursuant to G.S. 14-4, as provided in Sec. 1-15(h) of the Lenoir City Code.
- (d) Any nuisance violation that constitutes an immediate and substantial risk of harm shall constitute a misdemeanor offense pursuant to G.S. 14-4.
- (e) The Lenoir Planning Department and the Lenoir Police Department shall have the authority to enforce the provisions of this Chapter.

ARTICLE II. – PUBLIC NUISANCES

Sec. 12-12. Nuisances declared.

- (a) The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the health, safety, morals and general welfare to the inhabitants of the city or are unsightly, unattractive and contribute measurably to visual blight within the city, and are found, deemed and declared to be public nuisances wherever the same may exist and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful.
- (1) Any condition which is a breeding ground or harbor for mosquitoes or a breeding ground or harbor for rats, snakes, or other pests or disease vectors, including but not limited to raccoons, bats, and skunks, or has the potential for becoming a breeding ground or harbor for such pests;
 - (2) A growth of weeds, grasses and/or other vegetation on one's residential, business, or vacant lot which is over 12 inches in height on the average. It will be the responsibility of the owner to cut and remove all weeds and other overgrown vegetation as often as necessary so as to comply with the provisions of this section. This provision shall not apply to lots greater than one acre. Lots that are larger than one acre will only be required to be maintained to this provision if and only if adjacent property is occupied by a

dwelling, commonly used structure or building and said dwelling, structure, or building is within a distance of 100 feet to the adjacent property line. If this occurs then the owner will be responsible for cutting and removing all overgrown vegetation within a 20-foot border along occupied lots and street frontage. This provision will not apply to wooded vacant lots that are more than 75 percent covered with mature trees, or property that consist of ravines, creek banks, or severe slopes which may cause the maintenance process to be dangerous or unsafe. Furthermore this provision will not apply to vacant lots that are larger than three acres in size;

- (3) A place of vines, shrubs or other vegetation over eight inches in height when such vines, shrubs or vegetation are a focal point for any other nuisance enumerated in this Code; provided, the nuisance herein defined by this subsection shall be cleared and cut only when it is necessary to abate any other nuisance described in this section;
- (4) A place of growth of noxious vegetation, including poison sumac (*Rhus vernix*), poison ivy (*Rhus radicans*) or poison oak (*Rhus Toxicodendron*), in a location likely to be accessible to the general public;
- (5) Any hedge, shrubbery, tree or plant along any street, alley or sidewalk planted closer than 18 inches or extending closer than 12 inches or lower than 14.5 feet to such street, alley or sidewalk, or any of the above-mentioned vegetation that obscures clear vision for a distance of 15 feet from the intersection of one street with another;
- (6) An open place of collection of water for which no adequate natural drainage is provided and where insects tend to breed or which is or is likely to become a nuisance or a menace to public health;
- (7) A collection place, storage or accumulation of lumber, bricks, blocks, nails, building hardware, roofing materials, scaffolding, masonry materials, electrical supplies or materials, plumbing supplies or materials, heating and air conditioning supplies or material or any other type of old or unusable building supplies (especially those with nails, staples or sharp objects and edges) unless such conditions are temporary in nature and caused by a current construction project in progress pursuant to a lawfully issued building permit;
- (8) A collection place, storage or accumulation for garbage, garbage bags, food and kitchen waste, litter, animal waste, trash and refuse or any other rotten or putrescible matter of any kind;
- (9) Hides, dried or green, provided the same may be kept for sale in the city when thoroughly cured and odorless;
- (10) Deteriorated or dilapidated sheds, outbuildings, garages or other uninhabited structures which have collapsed, partially collapsed or are likely to collapse; or pose a danger of fire, is or is likely to become a breeding place or habitat for rats, mice and other pests; or present a risk of injury to neighborhood children who are likely to be attracted to the place or to adjacent property and property owners;
- (11) The use of carports, open porches, decks, open garages and other outdoor areas that are visible from the streets as a storage or collection place for boxes, appliances, furniture (not including outdoor furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, household goods or other similar conditions that increase the likelihood of a fire; may conceal dangerous conditions; may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property;

- (12) The placement, storage or use of upholstered sofas, couches, chairs or other indoor furniture, appliances, seats removed from motor vehicles or other furniture not intended for outdoor use by the manufacturer used on any open porch, carport, stoop, deck, veranda, terrace, patio or other outdoor area that is visible from nearby streets or sidewalks;
- (13) A collection place, storage or accumulation of old, worn out, broken or discarded machinery, vehicle parts, junk, tires, tire rims and tubes, metal products, old clothes, rags, furniture, stoves, refrigerators, appliances, cans and containers, household goods, mattresses, boxes, paper, plumbing or electrical fixtures, glass products, brush, limbs, fencing materials, wood products (not including firewood);
- (14) Any improper or inadequate drainage on private property which causes flooding, interferes with the use or endangers in any way the streets, sidewalks, parks or other municipal property of any kind;
- (15) Failure to clean or clear a public street of mud and debris related to a construction, timbering, or other similar land use project within 12 hours after notification by the city for major and minor thoroughfares or within 24 hours after such notification for collector and local streets; however, if it is found by the city that the situation is causing a clear and present danger or hazard to traffic or the general public, such cleaning or clearing may be required to take place as soon after notification as practicable; and
- (16) Any other condition specifically declared to be a danger to the public health, safety, morals and general welfare of inhabitants of the city and declared to be a public nuisance by the city council. Proceedings to abate the violation(s) may be initiated by the city prior to the nuisance declaration of the city council after giving written notice thereof. Such notice shall state the condition existing, the location of the violation and that the city council will be requested, after public hearing at which the person notified may appear and be heard, to declare that the conditions existing constitute a danger to the public health, safety, morals, and general welfare of the city inhabitants and a public nuisance. After such declaration by the city council, in the form of an ordinance, the condition will be abated as provided for in this chapter.
- (17) Property owners are required to maintain any area of their property which is located between a public sidewalk and the curb of a paved street in accordance with the guidelines set forth in this section.

(b) Appeal from a notice of violation initiated by the city council shall be made to county superior court within 30 days following the issuance of such order.

SECTION 2. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 3. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this _____ day of _____ and this _____ day of _____, 2020.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of the a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2020.

BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:

Mayor/Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:

City Clerk

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City of Lenoir Wastewater Treatment Plant Improvements











































































Lenoir Business Advisory Board Meeting
Meeting Minutes
7/9/2020

Meeting Attendance

Board Members PRESENT		Board Members ABSENT		Ex-Officio Members PRESENT		Ex-Officio Members ABSENT	
1.	Mark Transou- Chair	1.	Kimmie Rogers	1.	Joe Gibbons	1.	Ike Perkins
2.	Terese Almquist- Vice Chair	2.	Barbara Weiller	2.	Scott Hildebran	2.	Crissy Thomas
3.	Matt Underwood	3.	John Moore				
4.	Tim Biddix	4.	Patrick Longano				
5.	Glenda Wilson						
6.	Dana Clark						
7.	Sean Williams						
8.	Jennifer Indicott						
9.	Grey Scheer						
10.							
11.							

Staff Members PRESENT	
1.	Kaylynn Horn
2.	Kyle Case
3.	Lauren McKinney

Mark Transou called the meeting to order.

Approval of Minutes

Upon a motion from Matt Underwood, seconded by Grey Scheer the June 18, 2020 minutes were unanimously approved.

Report from Grants Committee

- Dana Clark reported the committee has no requests for the local LBAB BUILD Grant.
- Kaylynn Horn stated the Main Street program received \$46,000 in grant money from the National Main Street America Program and NPS for façade improvements within the Downtown Lenoir Historic District boundary. This money will pay for 70% of the project up to a maximum of 25K per project ; the owner is responsible for the additional 30% match. This funding will be available for up to 2 years or until the funds are dispersed. For additional important stipulations and further information, contact Kaylynn Horn

Lenoir Main Street Committee Update

- Econ Vitality-
- COVID-19 Resource Page
 - <http://downtownlenoirnc.com/coronavirus/>
- Count on ME NC- Main Street is partnering with the Chamber and LTDA on marketing.
 - <http://downtownlenoirnc.com/governor-announces-countonmenc-program/>

Promotions Team Update on Recent Events

- Caldwell County Farmer's Market- Blackberry Cobbler sale on July 11th.
- Summer Music Madness goes virtual- July 10, with Chad Triplett
 - <http://downtownlenoirnc.com/events.summer-music-madness/>
- Event Updates
 - NC Tattoo and Arts Gathering- Canceled
 - Southern Sundown- Virtual run only
 - Bootlegger- Canceled

Updates from Mayor Gibbons and City Manager Scott Hildebran

Many events have canceled due to the pandemic; a decision on Christmas events has not been made. There are new businesses coming Downtown and a property is under contract.

Mayor Gibbons recognized Terese Almquist for her great service; she has been a huge part of Downtown and Main Street and will be truly missed. Mayor Gibbons presented her with the city flag.

Other Business

Mark Transou announced Jenifer Indicott, Matt Underwood, and Dana Clark will serve on the nomination committee for officers.

Meeting adjourned.



Recreation Administrative Offices (828)757-2165 - Fax (828)758-1315

Martin Luther King Center (828)757-2170

Lenoir Aquatic & Fitness Center (828)757-2196

Mulberry Recreation Center (828)757-2165
www.cityoflenoir.com/parks

Recreation Advisory Board Meeting

Minutes

Monday, August 17, 2020

The Recreation Advisory Board met at the Mulberry Recreation Center at 6:00pm.

Members present for this meeting were: Schonna Banner, Scott Barnett, Michael Dineen, Darrell Lipford, Erik Rabinowitz, and James Robertson.

City staff members present were: Kenny Story and Maria Swanson.

Absences included: Rick Pierce and Crissy Thomas, Ex-Officio.

Members were welcomed by Scott Barnett.

Minutes from the February 2020 meeting were reviewed. Motion made to approve minutes made by Rabinowitz, second by Robinson. Motion carried.

Director's Report

- Due to Covid-19. All facilities have been closed since March 15th with all rentals, events, and athletics being cancelled.
- All full time staff has continued to work doing various projects around the facilities and parks such as painting, cleaning, and helping the grounds crew with mowing.
- The pool remained closed for the season for the safety of the staff. LAFC staff has worked on cleaning and making some needed repairs to the pool. Some of the indoor and outdoor pool pumps were replaced.
- Fall basketball, baseball and softball are still questionable and depend on how the state moves forward with the reopening plans. LYSA Soccer has already cancelled their fall season.
- The Meleah Mikeal Half marathon could possibly still happen as it is a smaller event and start times for runners could be staggered to comply with social distancing guidelines.
- The walking park and greenway have been very busy during the pandemic and we have had issues with lots of trash. Larger trash cans were brought in to help with this issue.
- There is a sink hole on the greenway near Days Inn. It has been filled in several times and continues to return. The culvert underneath the greenway has rusted out and will require major work to repair. Jared Wright our public works director has suggested bringing in an engineer to assess the issue and make recommendations for how to move forward with repairs.
- Work on the Optimist Park is now finished.
- LHS Auditorium – work will soon begin for updates to the auditorium with renovating the downstairs restrooms, new HVAC systems, doors, carpet, paint, new sound system and lighting. All this will be done through CDGB grant. The grant will also fund upgrades to the gym and Mack Cook Stadium.
- LHS Auditorium is the new home for Foothills Performing Arts. They have decided to cancel their fall production due to Covid-19 but should start auditions and rehearsal in October for their Christmas production.

New Business

With possible work starting soon to repair the sink hole on the Greenway near Days Inn, it was suggested to have the engineer or Jared look at the tunnel nearby to see if there would also be a solution to stop the mud buildup in the tunnel and have this issue corrected along with the culvert repair.

Several board members expressed a desire to reopen the picnic shelters at the parks. They felt people were needing places to enjoy outside during the pandemic and the shelters would be a safe option as long as guidelines were followed for social distancing and the number of people attending. Kenny will discuss this with the city manager.

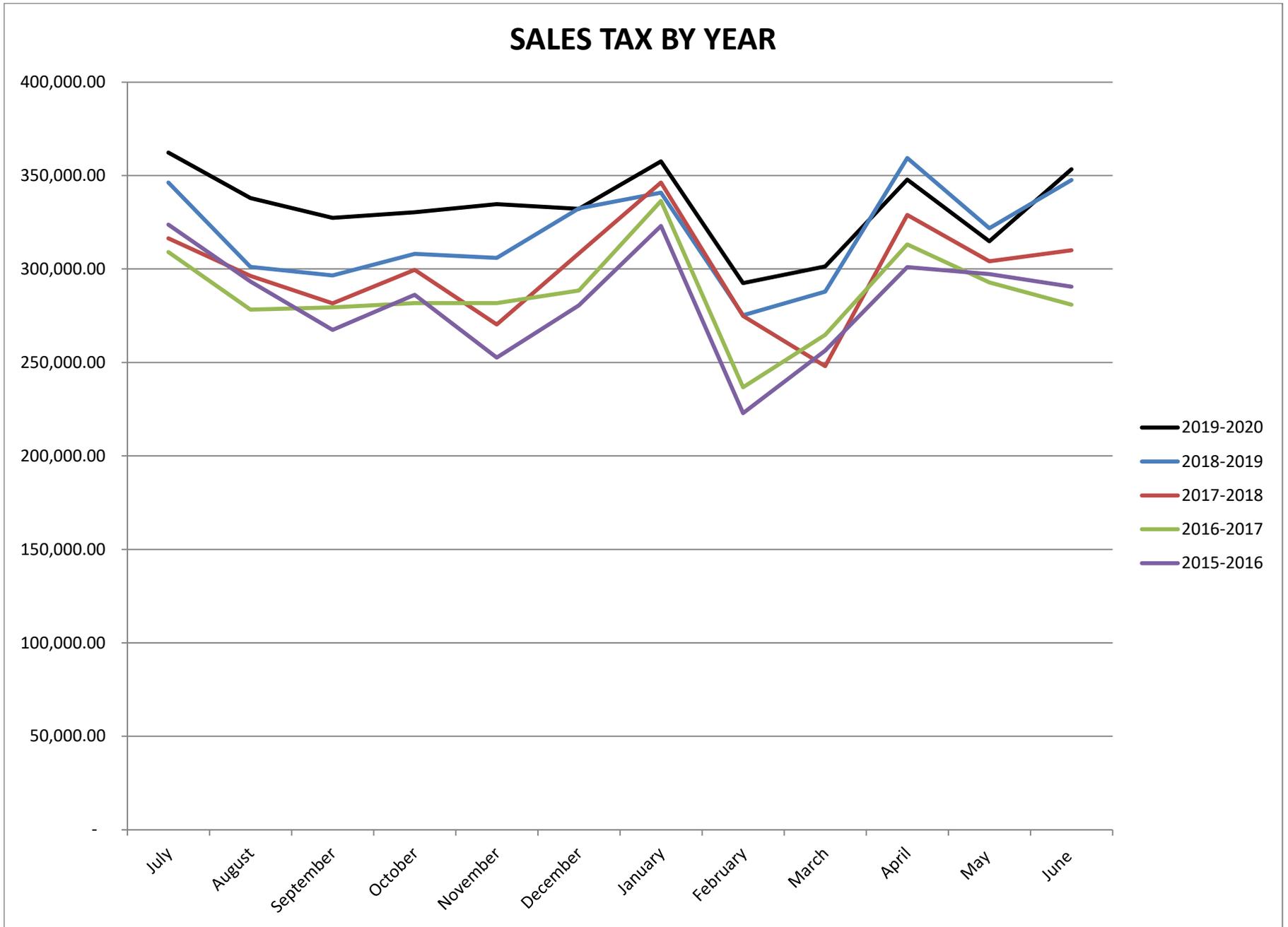
Old Business

Splash pad – We are still searching for the best place to put a splash pad. Erik suggested a possible location to consider would be a plot of land owned by the city near the community gardens.

Possible chlorine contamination in creek at LAFC. – This has been researched and per environmental regulations, backwashing of pools is not an issue as far as causing contamination in area creeks. Kenny had a copy of rules and regulations if board members wanted to review.

There being no further business to discuss, the meeting was adjourned at 7:00pm
The next advisory board meeting will be held on Monday, September 21, 2020

Minutes submitted by: Maria Swanson



**Sub-recipient Agreement
Between the City of Lenoir and
Caldwell County Yokefellow, INC.
as it relates to the expenditure of
Community Development Block Grant Funds
CARES ACT CDBG-CV Covid19 Funds
(FY 2019 extending to June 30, 2021)**

This sub-recipient agreement is entered into by and between Caldwell County Yokefellow, Inc., located in the State of North Carolina, hereinafter referred to as the "Sub-recipient", and the City of Lenoir, a body corporate and politic located in the State of North Carolina, hereinafter referred to as the "City." This agreement will not become effective until all conditions placed upon the City's funding are satisfied.

WHEREAS, the City has received a Community Development Block Grant (CDBG-CV CARES ACT Covid19 Funding) in the amount of \$86,056 from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, according to CDBG-CV Block Grant Program Regulations, up to 15% of the total grant award may be expended to support public service activities has been waived for FY 2019 CARES ACT CDBG-CV Funding;
and

WHEREAS, the City Council of the City of Lenoir has approved a Grant Project Budget Ordinance for the Community Development Block Grant Program-CARES ACT-Covid19 CDBG-CV which allocates to the Sub-recipients up to \$86,056 for the purpose of providing public service related to Covid19 to **prevent, prepare for and respond to coronavirus**; and

NOW, THEREFORE, the purpose of this Sub-recipient Agreement is to memorialize the terms and conditions of acceptance of assistance given by the City to the Sub-recipient.

ARTICLE ONE - RESPONSIBILITIES OF THE SUB-RECIPIENT

I. Statement of Work

Sub-recipient shall assist qualified low & moderate income households by paying for Water, Sewer and Solid Waste utility bills for six (6) month per household. **Applicant households must be residents of the City Limits of Lenoir.**

The Community Development Block Grant Covid19 (CDBG-CV) CARES ACT, funds identified in this agreement will be used for **Prevent, Prepare and Respond** to Covid19.

II. Proposed Payment Procedures and Reports

The City of Lenoir will provide initial funds in the amount of \$10,000 to Sub-recipient to start the program. Once the \$10,000 is used Caldwell County Yokefellow, Inc. of may request additional funds to use pay Water, Sewer and Solid Waste utility bills. Sub-recipient will use these funds to pay REASONABLE Water, Sewer and Solid Waste utility bills for qualified households located in the City of Lenoir City Limits that are behind in their payments as far back as a April 2020 bill. Funds can pay for a total of up to six (6) monthly bills as far back as April 2020. **The first allowable payment could be for the April bill which would have been for March, 2020 services.** Deposit Fees are not allowable.

Sub-recipient may request additional funds from the City as the initial funding is spent. Total available amount of funding for paying utility bills is \$77,450. Along with each request for additional funds, Sub-recipient must attach a copy of the proper documentation listed above that documents how previous funds were used.

All requests for additional funds must be submitted by June 30, 2021, unless a written request for an extension is submitted and approved by the City.

Sub-recipient may charge a 10% service delivery cost for all bills paid. Service delivery cost, may not to exceed \$8,606 the service delivery.

Sub-recipient will provide the City of Lenoir with proper documentation stating the:

- Name
- Address
- Number in Household
- Household Demographics,
- Amount of Water, Sewer, and Solid Waste Bill(s)
- Reason for Need of Assistance (**Respond to Covid 19**)
- Dates of Water, Sewer and Solid Waste Bills Paid
- Evidence of Payment
- Evidence of Income Verification

The Sub-recipient shall keep all records necessary for the City to meet its federal program and reporting requirements described in ARTICLE TWO below. Sub-recipient will keep and maintain or will cause to be maintained at the Sub-recipient's expense and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts in connection with any services, materials, provided in connection with the Project. Sub-recipient will provide in a timely fashion and upon reasonable advance notice, such financial information in such form as the City may reasonably request to demonstrate compliance by the Sub-recipient with any low-income housing restrictions or to facilitate any periodic reporting that the City may be required to make as a part of the program of which these funds are involved. The Sub-recipient shall

allow the City to inspect all records pertaining to the Project at reasonable times during regular business hours. The Sub-recipient also agrees that it will supply such financial records, information and verifications that may be requested by the City.

Duplication of Benefits: Sub-recipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. Sub-recipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the City of Lenoir. Sub-recipient shall carry out the activities under this agreement in compliance with the City of Lenoir's procedures to prevent duplication of benefits. Sub-recipient shall ensure that no other federal funds are used for paying Water, Sewer and Solid Waste utility bills for City of Lenoir Residents. Before paying a cost with this federal assistance, the recipient must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source.

A. Uniform Administrative Requirements.

See Exhibit A.

B. Affordability.

The Sub-recipient shall document how the project benefits low-income families. Documentation shall be kept on record for three years past the date of the closeout of this program.

C. Requests for Disbursements.

As compensation for the Sub-recipient's services, the City agrees to pay the Sub-recipient an initial up to \$10,000. The Sub-recipient may request additional funds as the initial funding is used. Maximum amount of grant is \$86,056 which would include 10% of this funding for service delivery cost.

D. Reversion of Assets.

Upon expiration of this agreement, the Sub-recipient must transfer to the City any unexpended City funds on hand and any accounts receivable attributable to the use of City funds.

E. Other Program Requirements.

See Exhibit A

F. Conditions for Religious Organizations.

Where applicable, the conditions prescribed by HUD for the use of CDBG-CV funds by religious organizations shall be followed according to 24 CFR 570.200(j).

G. Indemnification.

The Sub-recipient agrees to defend, indemnify, and hold harmless City of Lenoir from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in

whole or in part by the negligence or misconduct of the Sub-recipient or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of City of Lenoir. It is the intent of this section to require the Sub-recipient to indemnify City of Lenoir to the extent permitted under North Carolina law. Nothing in this section is intended to affect or abrogate the City's sovereign immunity defenses.

III. Other Program Requirements or Special Conditions

Attachment A is incorporated as part of the contract by reference.

ARTICLE TWO - RESPONSIBILITIES OF THE CITY

- (1) The City shall monitor the Sub-recipient to ensure that it is completing the activities in a timely manner and in accordance with applicable Federal regulations.
- (2) The City shall provide timely information and technical assistance necessary to assist the Sub-recipient.
- (3) The City shall provide up to \$86,056 in CDBG-CV funds when the Sub-recipient presents appropriately documented requests for funds.
- (4) The City shall document activities undertaken with the funds, the location of those activities, amount of CDBG-CV funds budgeted and expended, and provisions under Subpart C under which it is eligible (24 CFR 570.204(a) and 570.207(b)(3)(iii)).
- (5) The City shall document how the activities undertaken with its CDBG-CV funds benefit low and moderate, income persons:
 - A. Show the total cost of the activity, including both CDBG-CV funds;
 - B. Comply with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG-CV assistance.
 - C. Prepare fair housing and equal opportunity records containing:
 1. Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low and moderate income persons and the use of local businesses.
 - D. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, with CDBG-CV funds, data indicating which of those entities are minority or women's businesses, the amount of the contract, and documentation of the Sub-recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, services and construction.

- IV. Demonstrate that activities meet National Objectives: low and moderate income benefits (24 CFR 570.208(a)(1) or(4)) (24 CFR 570.506 (b)(5)).

ARTICLE THREE - GRANT TERMS

The \$86,056 in CDBG-CV funds will have the following security provisions:

This contract is until June 30, 2021. All receipts must be presented in order to be reimbursed.

Term:

The services of the Sub-recipient shall begin on July 20, 2020, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2021; provided that Sub-recipient shall have the right to terminate this Agreement for services upon thirty (30) days' notice in writing to the City, and the City shall have the right to terminate this Agreement upon ten (10) days' notice in writing to the Sub-recipient. This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable. Services Related to Covid19 can go back for services to March 2020.

ARTICLE FOUR - PROGRAM INCOME

- I. Program income is defined as the gross income received by the City or the Sub-recipient directly generated by the use of CDBG-CV funds. It is not anticipated that this project will NOT generate any program income. However, should any income be generated, it shall be recorded by the Sub-recipient and reported to the City (24 CFR 570.504 (a)). Any program income shall be disbursed before any additional CDBG-CV funds are withdrawn from the U.S. Treasury for the same purposes that generated the program income to begin with (24 CFR 570.500 (a)(1)(v) 04(c)).
- II. Any program income generated shall be returned to the City and be used to support CDBG-CV-eligible activities.

ARTICLE FIVE - AUDIT

- A. Each party agrees that any duly authorized representative of the City, the U.S. Department of HUD, the Comptroller General of the United States, and the City shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of this agreement for a period of three years following the completion of all closeout procedures respecting the CDBG-CV funds, and the final settlement and conclusion of all issues arising out of this project.

Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of this Agreement between the Sub-recipient and the City and agree that any

conflict between the provisions, requirements, duties or obligations shall be in favor of this agreement.

ARTICLE SIX- RELATIONSHIP OF PARTIES

The Sub-recipient shall operate as an independent contractor, and the City shall not be responsible for any of the Sub-recipient's acts or omissions. The Sub-recipients shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Sub-recipient agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the City on behalf of the Sub-recipient or the employees of the Sub-recipient. The Sub-recipient further agrees that the Sub-recipient is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Sub-recipient shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the City. The City shall not be liable to the Sub-recipient for any expenses paid or incurred by the Sub-recipients unless otherwise agreed in writing. The Sub-recipient shall supply, at his sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The Sub-recipients shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the, services to be performed under this Agreement. The Sub-recipient shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

A. NON-ASSIGNMENT

The Sub-recipient shall not assign any of its rights or obligations hereunder, including rights to payments, to any other party without the prior written consent of the City.

B. ENTIRE AGREEMENT

The Sub-recipient and the City agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

C. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

D. WAIVER

Failure of the City to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Sub-recipient of any of the provisions hereof, shall in no way be construed to be a waiver.

ARTICLE SEVEN - SUSPENSION AND TERMINATION

- I. Failure to perform on the part of either party to this agreement shall be the basis for default. In the event of the default, the non-defaulting party shall deliver a notice of default by hand delivery or by certified mail to the party in default, and said defaulting party shall have 60 days to cure the default. In the event that the Sub-recipient is found to be in default, and fails to cure under the provisions of Article III, then the City may withhold funding. In the event that the City is found to be in default, and fails to cure said default under the provisions of Article III, the Sub-recipient shall be entitled to reimbursement from the City for funds expended in reliance upon this agreement.
- II. This sub-recipient agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties, by and through their Authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

Accepted:

SUB-RECIPIENT

By: _____

Title: _____

Date: _____

ATTEST:

The City of Lenoir

By: _____

Title: _____

Date: _____

ATTEST:

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

_____ Finance Director

EXHIBIT A

OTHER PROGRAM REQUIREMENTS

The Contractor, Engineer or Sub-recipient must also follow the requirements list below in completing its activities.

1. Section 109 of the Act--24 CFR 570.602;

This section requires that no person in the United States shall on the ground of race, color, national origin, age, or handicapped status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act.

2. Labor Standards--24 CFR 570.603;

Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

3. Environmental Review--24 CFR 570.604;

The Environmental Review (1996) for the has been completed and is on file in the City of Lenoir Community Development Office, Lenoir, NC.

4. Employment and Contracting opportunities--24 CFR 570.607;

The Sub-recipient shall comply with Executive Order 11246, as amended by Executive Order 12086, and regulations issued pursuant thereto which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors shall take affirmative action to, ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Section 3 of the Housing and Urban Development Act of 1968 requires, to the greatest extent feasible opportunities for training and employment by given to low and moderate income persons residing within the City of Lenoir. The Act also states that contracts for work in connection with federally-funded projects be awarded to

eligible businesses which are located in, or owned insubstantial part by persons residing in the City.

5. Uniform Administrative Requirements and Cost Principles--24 CFR 570.610;The Sub-recipient shall comply with the policies, guidelines and requirements of sections 1-20 of 24 CFR Part 85 and OMB Circulars A-87 and A-128 as implemented in 24 CFR Part 44. The OMB Circulars describe federal rules that must be followed when CDBG-CV funded activities are carried out.

6. Conflict of Interest--24 CFR 570.611;

No employee, officer, or agent of the grantee or sub-grantee shall participate in selection, or in award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee, officer, agent, member of his/her immediate family, partner, or organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for the award.

7. Executive Order 12372--Intergovernmental Review of Federal Programs--24 CFR 570.612.

The Executive Order 12372 applies only where the use of loan funds will involve the planning and construction of water or sewer facilities. If such facilities will be planned and constructed with City funds, the Sub-recipient must initiate the Executive Order review process.

8. Conditions for Religious Organizations.

Where applicable, the conditions prescribed by HUD for the use of CDBG-CV funds by religious organizations shall be followed according to 24 CFR 570.200(j).

9. Clause for Suspension and Termination.

This agreement may be suspended or terminated if the Sub-recipient materially fails to comply with any term of the award (24 CFR 85.43). This agreement may also be terminate for convenience of either party (24 CFR 85.44).

10. Reversion of Assets.

Any unexpended CDBG-CV funds shall be paid back to the City should the Sub-recipients default on the agreement. The funds shall be used for an eligible use as defined by Federal guidelines, regulations and statutes at that time.

11. Federal Provisions

Reporting Requirements:

In accordance with 24 CFR 85.36(i)(7), the City and Contractor will comply with all requirements and regulations pertaining to reporting, specifically those parts listed under 24 CFR 85.40 and 24 CFR 85.41.

Patent Rights:

In accordance with 24 CFR 85.36(i)(8), the City and Contractor will comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is invented in the course of or under such contract.

Copyrights:

The United States Department of Housing and Urban Development reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and, to authorize others to use for Federal Government purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Record Retention and Access to Pertinent Information:

In accordance with 24 CFR 85.36(i)(11), the City shall retain all pertinent books, documents, papers and records pertaining to this contract in accordance with 24 CFB, 85.42 for a period of three years after the date of final payment and all other pending matter are closed. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all project funds, both Federal and non-Federal shares.

In accordance with 24 CFR 85.36(i)(10), the Contractor, and his subcontractor, if any, shall retain all pertinent books, documents, papers and records involving transactions relating to this contract for three years from the date of final payment under this contract. The Contractor shall make such records available to the City, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, for the purpose of making audit, 'examination, excerpts and transcriptions.

In accordance with 24 CFR 85.36(e), the Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

The periods of access and examination described above, for records, which related to litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract as to which exception has been take by the City, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

12. Relocation:

The contractor must comply with the Uniform Relocation Act (49 CFR Part 24).

13. Debarred and Suspended Parties:

The City and Contractor must not make any award or permit any award (sub-grant or contract) at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this contract, the Contractor certifies that it is not currently debarred or suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspensions".

TO: Scott Hildebran, City Manager
FROM: Ken Hair, Fire Chief
DATE: July 6, 2020
RE: Fire Department Report for April, May, and June 2020

TRAINING AND FIRE PREVENTION:

Training Hours	4,407
Inspections	51
Fire Prevention Education Programs	0

INCIDENT REPORTS BY TYPE SITUATION FOUND: Total Incidents

Fire, structure	6
Fire, vehicle and heavy equipment	1
Fire, brush or grass	16
Fire, trash	4
Fire, other	0
Medical call	29
EMS lift assist	6
Assist Invalid, lift assist	1
10-50, PI	12
10-50, no PI	23
Rescue call	12
Service call, public	57
Cover in assignment	2
Hazardous condition, other, power lines down	11
Hazardous material or spill	5
False alarm, sprinkler malfunction	7
False alarm, smoke or carbon monoxide detector malfunction	34
False alarm, alarm sounded, no fire	17
False alarm, malicious	0
False alarm, other	18
Severe weather or natural disaster, other	1

TOTAL INCIDENTS 262

RESPONSES BY DISTRICTS:

<u>HQ's</u>	<u>STA. 2</u>	<u>STA. 3</u>
166	68	28



September 2020



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:00 p.m. City Council	2 9:00 a.m. Staff Mtg.	3	4	5
6	7 Labor Day! City Offices Closed!	8 8:00 a.m. EDC (Virtual Meeting)	9	10 2:00 p.m. ABC Brd. 6:00 p.m. Lenoir Business Adv. Brd. (Virtual Meeting)	11	12
13	14 Noon - City/County Services Committee (Virtual Meeting)	15 6:00 p.m. City Council	16 9:00 a.m. Staff Mtg.	17	18	19
20	21 6:00 p.m. Parks & Recreation Adv. Brd. (Mulberry Recreation Center)	22 Cancelled - Committee of the Whole Meeting	23	24	25	26
27	28 5:30 p.m. Planning Board (Virtual Meeting)	29	30 Noon - Foothills Regional Airport Authority (Virtual Meeting)			
		Notes for October				

City of Lenoir
 P.O. Box 958
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 757-2200 / 757-2162 fax

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