

AGENDA

CITY OF NEWTON



October 4, 2016

AGENDA
CITY OF NEWTON
NEWTON CITY COUNCIL - REGULAR MEETING

October 4, 2016
7:00 p.m.

- | | | |
|------|-----|---|
| Page | 1. | <u>Call to Order – Mayor Anne P. Stedman</u> |
| | 2. | <u>Opening – Council Member Jerry Hodge</u> |
| 1 | 3. | <u>Approval of Minutes from the September 20, 2016 Regular Meeting</u> |
| | 4. | <u>Consideration of Consent Agenda Items</u> |
| 9 | A. | Tax Releases |
| 10 | B. | Sewer Adjustments |
| 11 | C. | Consideration of Budget Ordinance Amendment – Electricities Smart Communities Grant |
| 13 | D. | Consideration of a Proposed Easement at 201 North Main Avenue |
| | E. | Presentation of the Annual Electric Safety Award |
| | 5. | <u>Comments from the Public: (PERSONS WANTING TO MAKE A PUBLIC COMMENT ON NON-AGENDA ITEMS ARE REQUESTED TO SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING):</u> |
| | 6. | <u>New Business</u> |
| 17 | A. | Consideration of Resolution Authorizing the Rural Economic Development Division Building Reuse Program – Newton Urgent Care Building Reuse Application |
| 20 | B. | Consideration of AT&T Lease Extension |
| | C. | Consideration of Ordinance Amendment to Sections 93 and 99 of the Newton Code of Ordinances |
| 37 | | 1. Amending Ordinance 93.22, Section 1 |
| 38 | | 2. Amending Ordinance 99.36, Section 1 |
| | 7. | <u>Old Business</u> |
| 39 | A. | Consideration of Stop Signs on 6 th Street |
| | 8. | <u>City Manager’s Report</u> |
| | 9. | <u>Questions and Comments From Mayor and Council</u> |
| | A. | Reports from Appointed Representatives on Outside Boards – Council Members Robert C. Abernethy, Jr., and Jerry Hodge |
| | 10. | <u>Closed Session to Consult with City Attorney – G.S. 143-318-11(5)</u> |
| | 11. | <u>Adjournment</u> |

PERSONS WANTING TO SPEAK ON AN AGENDA ITEM MUST SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING. PERSONS WANTING TO BE PLACED ON THE AGENDA FOR THE NEXT MEETING MUST CONTACT THE CITY MANAGER AT LEAST SEVEN WORKING DAYS BEFORE THE MEETING.

The City of Newton does not discriminate on the basis of disability in the provision of its services as charged by the City Council of the City of Newton. All meetings are held in accessible facilities. Any person with a disability needing special accommodations should contact Teresa Laffon, ADA Coordinator, at least 48 hours prior to the scheduled meeting.

**MINUTES
REGULAR MEETING OF THE NEWTON CITY COUNCIL**

September 20, 2016 – 7 p.m.

The regular meeting of the Newton City Council was held at 7 p.m. Tuesday, September 20, 2016 at Newton City Hall.

PRESENT: Mayor Anne P. Stedman, Mayor Pro Tem John Stiver, Council Member Robert C. Abernethy, Jr., and Council Members Tom Rowe, Jerry Hodge, and Jody Dixon

ABSENT: Council Member Wes Weaver

STAFF: City Manager Todd Clark, City Clerk Amy S. Falowski, City Attorney John Cilley, City Department Heads and members of the management team

ITEM 1: CALL TO ORDER

Mayor Anne P. Stedman welcomed everyone and called the meeting to order.

ITEM 2: OPENING Invocation and Pledge of Allegiance

Council Member Jody Dixon provided the invocation and Pledge of Allegiance.

ITEM 3: APPROVAL OF MINUTES

Council Member Jerry Hodge stated that he would like the following added to the minutes of the September 6th meeting:

To Item 8A – Presentation – Business Advisory Report, Mr. Hodge would like to add that the Business Advisory Council made four recommendations:

1. Plan for NC Hwy 16
2. Development of a Senior Center
3. Public Art Center
4. Welcome Center

Also, Mr. Hodge stated that he would like to change Item 8C, paragraph 5 to read “Council Member Jerry Hodge stated that he would like to err on the side of safety and he would like to see the turn signals and seatbelts”.

Upon motion duly made by Council Member Robert C. Abernethy, Jr., seconded by Council Member Tom Rowe, it was unanimously **RESOLVED**:

That the Regular Minutes of the September 6, 2016 City Council meeting be –
APPROVED

ITEM 4: CONSIDERATION OF CONSENT AGENDA ITEMS

Upon motion duly made by Council Member Jerry Hodge, seconded by Council Member Tom Rowe, it was **RESOLVED**:

That the Consent Agenda, with Item 4F being removed and added to New Business be –
APPROVED

- A. Sewer Adjustments

- B. Proclamation – National Surgical Technologist Week Proclamation
- C. Consideration of Amended Audit Contract for Fiscal Year 2016
- D. Consideration to Designate Council Member Jerry Hodge as Voting Delegate, and Mayor Anne Stedman as the Alternate Voting Delegate at the NCLM Annual Conference October 23-25, 2016
- E. Consideration of Commission/Committee Membership Appointment: Jody Dixon – Newton Depot Authority

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

ITEM 5: **COMMENTS FROM THE PUBLIC: PEOPLE WHO WISH TO COMMENT ON NON-AGENDA ITEMS ARE ASKED TO SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING.**

Mayor Anne P. Stedman asked if anyone present would like to make comment concerning non-agenda items. No one appeared.

ITEM 6: **Presentations**

- A. Comprehensive Economic Development Strategy (CEDS)

Western Piedmont Council of Government Executive Director Anthony Starr gave a presentation on the Comprehensive Economic Development Strategy (CEDS). Mr. Starr stated that the WPCOG serves as the region’s U.S. Economic Development Administration’s designated Economic Development District, and must create and maintain a Comprehensive Economic Strategy with updates every 5 years. He explained that the CEDS provides a regional framework to identify economic opportunities, challenges and goals. The current CEDS was approved in 2012 and the update must be completed by 2017.

After the presentation Mr. Starr asked for questions.

Council Member Jerry Hodge stated that Mr. Starr mentioned population growth driven by Catawba County; he asked if the education attainment is affected by other counties. Mr. Starr stated that they are all contributing well. Council Member John Stiver stated that a high percentage of people graduated in 5 years and that would make the area look better. Mayor Stedman stated that they are all contributing well. Mr. Starr stated that we still have work to do.

- B. Catawba County Strategic Planning Presentation

Catawba County Manager Mick Berry made a presentation concerning Economic Development and Demographic Trends and Vision/Strategic Planning for the county. The presentation contained the Board of Commissioners Vision and Goals Survey which was conducted during their October 2015 Retreat. Mr. Berry stated that these results were prioritized under topics such as community strengths, weaknesses, opportunities and challenges.

After the presentation Mr. Berry asked for questions.

Council Member Robert C. Abernethy, Jr. stated that first of all he would like to thank Mr. Berry for coming to visit with the City of Newton City Council. He stated that he really appreciates the interaction and sharing and the willingness of the county to work with the city. Mr. Berry stated that he is confident the two will work well together. City Manager Todd Clark also thanked Mr. Berry, Asst. County

Manager Mary Furtado, and Asst. County Manager Dewey Harris, along with Western Piedmont Council of Governments Executive Director Anthony Starr for coming and sharing this information tonight.

ITEM 7: Public Hearing

A. Text Amendment 2016-05 – Proposed Amendment to the Zoning Ordinance
– B3 Sign Regulations

Mayor Stedman opened the Public Hearing.

Planning Director Randy Williams stated that earlier this year, the City and DNDA sponsored a workshop for downtown merchants depicting easy design and marketing options. The workshop included a presentation by Buzz Bizzell in which he made several suggestions for visual appearance, signage, and storefront design. Mr. Williams stated that after the presentation, a merchant asked if they could implement a couple of Mr. Bizzell's ideas for their store. Mr. Williams explained that because of the city's existing ordinance, it was not permitted. Mr. Williams stated that after discussing the options that are available to the downtown merchants, a revision of the zoning regulations was suggested.

Mr. Williams stated that he reviewed the sign regulations, and that presently merchants in the B-3 zoning district are allowed one (1) sign per façade that faces a public street. He stated that the area of the sign (or square footage) is determined based on the building frontage. One of the suggestions Mr. Bizzell recommended is to allow multiple signs, carrying specific messages about the store, but limit the overall square footage. Mr. Williams stated that if a merchant is allowed 50 square feet of sign area, then maybe it would be possible not to restrict all 50 square feet to one sign.

Mr. Williams stated that there are a few instances where it can be advantageous including multiple tenants in a building. However, there are also cases where existing (historical) signage is presently in place where it could not be replaced if damaged or taken down for repair since they are nonconforming signs. Mr. Williams stated that in looking at other downtowns, multiple signs fit into the architecture and the use of the building rather than a single sign. This idea also allows flexibility in design. Additionally, signage in downtown serves a dual purpose for vehicles and pedestrian, which require different placement and visibility.

Mr. Williams stated that the Planning Commission, in its review of the proposed ordinance discussed various options but ultimately decided this to be the better approach. The Commission also indicated that a comprehensive rewrite/update of the entire code should be done, however that is not a viable option at this time.

Mr. Williams explained that the adoption of the ordinance should be viewed to assist the City's existing and future downtown operations and provide an opportunity for recruitment. He said the goal should be to preserve, enhance, strengthen and enliven the city's valuable resource; the downtown core. Newton's downtown is unique from those in surrounding cities and there is a need to reinforce its character.

Mr. Williams stated that the Planning Commission voted 5-1 to recommend the proposed ordinance revision as presented to the City Council.

Council Member John Stiver asked if this is just for downtown. Mr. Williams stated that it is B-3 Zoning.

Council Member Abernethy asked if this would solve other signage problems. Mr. Williams stated that it would not, and that would take 6 months to a year, and Mr. Abernethy stated that this is a step in the right direction.

Upon motion duly made by Council Member Robert C. Abernethy, Jr., seconded by Mayor Pro Tem John Stiver, it was unanimously RESOLVED:

That Public Hearing be – CLOSED.

Council Member Jerry Hodge asked if it would affect the city's Historical District Status. Mr. Williams stated that it would not. Mr. Hodge asked if the corner buildings get 2-4 signs. Mr. Williams stated it would be one sign per frontage. Mr. Hodge asked if murals would count as signs. Mr. Williams explained only if the mural advertises the merchant. Mr. Hodge asked about flags. Mr. Williams stated that flags were not addressed, but temporary signs are allowed for a short period.

Mayor Pro Tem John Stiver stated that this is a good rewrite and that it falls in with streetscape. Council Member Abernethy stated he finds less restriction appealing.

Upon motion duly made by Mayor Pro Tem John Stiver, seconded by Council Member Jerry Hodge, it was unanimously RESOLVED:

That Text Amendment 2016-05 – Proposed Amendment to the Zoning Ordinance – B3 Sign Regulations be – APPROVED.

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

ITEM 8: City Manager's Report

Meetings & Events

- September 30th – Foothills Folk Art Festival Preview Night at Newton-Conover Auditorium at 6:00 p.m. Tickets are \$30 and are available from the auditorium
- October 1st – Folk Art Festival
- October 4th – Water/Sewer Rate Study Workshop, 6:00 p.m.
- October 12-19th – Streetscape Project Demonstration update
- October 19th – BAC Annual Meeting
- October 23-25th NCLM Annual Conference, Raleigh

Pedestrian Planning Grant – A grant in the amount of \$34,700 was awarded to the City of Newton to complete a city-wide pedestrian plan. The City's match is \$14,800 bringing the total project cost to \$49,500. A steering committee including Councilman Rowe has been assembled to assist Alta Planning & Design complete the pedestrian plan.

LAPP Grant – The City has applied for a \$1.9M Locally Administered Projects Program grant to assist in financing improvements to the West A Street corridor and facilitating the first phase of the City's streetscape project. An announcement of awards is expected in October 2016

Marketing and Branding Project – The City received 38 bids for the completion of the City's marketing and branding project. A steering committee including Councilman Dixon has been assembled to review the bids and select a firm. A larger stake holder steering committee including Councilmembers Dixon and Weaver has been assembled to help provide guidance through the process. The project is expected to be completed within 7-9 months.

Stormwater Enterprise Fund – The City Council authorized the staff to move forward in the selection of an engineer to complete a storm water enterprise study. The results of the study will be provided to City Council once complete and will aid the Council in determining whether or not to proceed with the implementation of a storm water fee administered city-wide.

Westside Drive Sewer Project – McGill Engineers have been retained to complete engineering on this project. The staff anticipates McGill will submit the plans to the State of North Carolina under a "fast track" permitting process to expedite the project. McGill and Associates has also been instructed to apply for any available grant funding available, including any funds appropriated as part of the most recent state-wide bond referendum.

Danner Industrial Park – Grading and Grubbing Bids have been received. Scott Millar to present at Oct. 4th City Council meeting in Executive Session

Streetscape Engineering – City staff are working to finalize contracts with two engineering firms for the completion of engineering designs and specifications for this multi-phase project. One firm will be responsible for civil engineering and the other firm will be responsible for electrical engineering.

Asset Inventory and Assessment Grant – The City has received notification of a grant award of up to \$150K for this project. The final grant award will be determined by the State of North Carolina (Department of Environmental Quality) and the City staff based upon a mutually agreed project scope. The State of NC met with City staff last week and have determined the scope of the project, but have yet to make a final approval for the grant award. Once the State has determined the exact amount of the grant, the City Council will be asked to consider accepting the grant and selecting Wooten engineering for completion of the project.

Parks and Recreation Master Plan – A presentation was made to City Council at the September 6th meeting. The City Council will need to determine next steps.

Streetscape Demonstration Project – The City of Newton received a \$4K grant from Electricities to implement a streetscape demonstration project on College Avenue between East 1st Street and East A Street on the dates of October 12th-19th. The staff was required to complete a study for NCDOT outlining the project at a cost of \$5K. The project will be publicized in a variety of different ways to the public so that citizens will have the opportunity to get a feeling of what the finished streetscape project will look like. The demonstration project includes temporary street trees, simulated parking, simulated bike lanes, and street improvements.

Water and Sewer Rate Study – A water and sewer rate study has been completed by Martin-McGill & Associates and a presentation will be made to City Council during a workshop scheduled for 6:00 p.m. on October 4th, just prior to our regular City Council meeting.

Shuttle Service For The County Office Complex – City staff have obtained costs from the Western Piedmont Regional Transit Authority for transportation services between the County Government Center and Downtown Newton. The city staff plans to engage the County Manager to gauge his interest in providing these services. The WPRTA has agreed to run a 2-3 month trial service if there is enough interest to move forward.

Real Estate Purchases – The City staff has presented several properties to City Council for consideration of purchase for the purpose of creating new municipal parking spaces. The staff awaits direction, if any, from members of City Council.

Business Advisory Committee Work Plan – The Business Advisory Committee recently adopted a work plan with multiple areas of different focus and interest. The BAC will be working with city staff to fully evaluate each area of focus and interest with possible strategic recommendations coming to City Council at a future date. The BAC did make four recommendations to City Council at the September 4th City Council meeting.

Business Advisory Committee – The BAC will be hosting a Business Recognition Event on October 19th at the Old Post Office Playhouse. The event will start at 5:30 p.m. with a social and a short recognition program lasting 30-45 minutes will start at 7:00 p.m. Members of City Council are invited to attend as well as all members of our business community.

Electric Cost of Service Study – The City of Newton has retained Tucker Consulting to perform an electric cost of service study. The objective of the study is to evaluate our electric rate structures with specific focus on costs associated with operational and maintenance expenses related to the distribution of energy. The study will also evaluate how we operate our utility, consider alternatives to satisfying our debt with Electricities, and consider other sources of generation. The study is expected to be complete within 6 months.

City Council Goals 2016 Workshop

1. **Fund engineering for the downtown Streetscape Plan in the 2016-17 budget. The City Council allocated \$281,850 of funding in the FY 2016-17 budget for streetscape engineering.**
2. **Research how to pay for projects within our CIP. The Finance Director, City Manager and Department Heads continue to look for low interest State funded loans and grant**

- opportunities. Additionally, the Mayor and members of City Council have met with our Congressman, Patrick McHenry and Senator Thom Tillis' staff to seek funding for streetscape projects. The staff has also made a presentation to City Council on the creation of a Storm Water Enterprise Fund to generate new revenue for related projects.
3. **Look into the pros/cons and scope of Asset Management (Denny Martin introduced the concept). The staff applied for an Asset Management and Inventory Grant in 2016. A grant of up to \$150,000 has been awarded to the city and the actual funding level will be determined by state personnel during project scoping and defined in cooperation with city staff and Wooten engineering.**
 4. **Strategically buy property (i.e. maybe buy property along our proposed water line route to Buffalo Shoals) with the intention of building a sanitary sewer pump station. This strategy would necessitate the extension of electricity to the site which would position to conduct future annexations. The Public Works staff has met with representatives of Electricities for consultative purposes but a recommendation for Council action has not yet been developed.**
 5. **Incorporate water and sewer extensions to un-served areas in the CIP. The staff developed cost projections for water and sewer extensions. These costs were considered as part of the FY 2017 fiscal budget. Due to the overwhelming expense of completing all identified projects, the Council appropriated funds to complete engineering on at least one project and moving forward with one extension project.**
 6. **Incorporate road and sidewalk construction/repair projects in the CIP. The staff worked with an engineering firm to develop cost estimates for city-wide streets and sidewalk construction projects. The cost was significant and the Council decided that it was not possible to fund all of the projects with the available funding resources. The Council did however, decide to appropriate \$100K from the General Fund specifically for street resurfacing projects in the FY 2017 budget.**
 7. **Danner Park - 4 lots. Do we buy a parcel or just renew option. The staff has solicited bids for grubbing and grading and provided City Council with the bids for review and consideration. Scott Millar will attend the October 4th City Council meeting to advise Council on next steps.**
 8. **Implement small Streetscape Projects (i.e. improve a parking lot). The city purchased two parking lots in 2016 including a lot at the corner of Main Avenue and 2nd Street and another at the corner of B Street and College Avenue. The City is presently paving the parking lot at the corner of B Street and College Avenue.**
 9. **Decide what to do with Sue Jones' money**

A master parks and recreation study has been completed and presented to City Council. A workshop needs to be scheduled for City Council to make decisions regarding the utilization of money from Ms. Jones' estate.

10. **Work toward the possibility of accessing USDA money. The Mayor and members of City Council met with Senator Thom Tillis' Staff on September 7, 2016 to seek the Senator's assistance in obtaining a USDA exemption for water and sewer grant funding. Members of City Council also met with Patrick McHenry on June 29, 2016 to ask him to pursue a USDA exemption for water and sewer grant funding**
11. **Update our Code of Ethics AND create a Code of Behavior. The City Council re-affirmed the City's Code of Ethics in December of 2015 and each member executed signed copies for the Clerk to maintain on file in her office.**
12. **Establish criteria for Special Appropriations. The City Manager and Finance Director developed a Special Appropriations Policy that was adopted by City Council and used for the first time as part of the FY 2017 budget process.**
13. **Develop electric rate strategies. The city staff has engaged Tucker Consulting to complete a Cost of Service Study for the City. The study is expected to be completed by January of 2017.**
14. **Work on zoning and ordinances. The City Manager has met with the County Manager and both agree that city and county staff need to develop a scope of study for the Highway 16 corridor. Once that scope has been defined, recommendations for next steps will be made to City Council and the Board of Commissioners. The County Manager has recommended looking at other communities that have experienced significant urban growth due to the influence of neighboring urban centers and determine the best approach to planning for sudden growth issues.**
15. **Foster community advocacy for change. Members of City Council scheduled 5 Town Hall Meetings in the spring of 2015. The locations included Startown Elementary, Catawba Farms, Central Recreation Center, North Newton Elementary School and Grace Reformed Evangelical Church.**
16. **Address Technology concerns. The staff is working to develop a plan to address these concerns.**

ITEM 9: Questions and Comments from Mayor and Council

Mayor Anne P. Stedman asked if any Council Members would like to make any comments. There were none. Mayor Stedman stated that Mr. Abernethy would give his report on outside boards at a later date.

ITEM 10: Adjournment

Upon motion duly made by Council Member Jody Dixon, seconded by Council Member Robert C. Abernethy, Jr., it was unanimously RESOLVED:

That the Meeting be – ADJORNED

Amy S. Falowski, City Clerk



Anne P. Stedman, Mayor

CITY OF NEWTON

Inter-office Correspondence

TO: E. Todd Clark, City Manager **DATE:** September 23, 2016

RE: Tax Releases – August 2016

FROM: Serina T. Hinson, Finance Director

The following tax releases have been received from the Catawba County Tax Collector. The reason for each release is annotated beside the name.

Tax Year	Tax Release Number	Name	Reason	Amount of Release
2016	29	Brandow, Tina	Small underpayment	\$.10
2015	30	Krenson, Robert J	Small underpayment	\$.26
2010	31	Laurent Leather Inc.	Business closed	\$212.33
2011	32	Laurent Leather Inc.	Business closed	\$233.56
2012	33	Laurent Leather Inc.	Business closed	\$233.56
2013	34	Laurent Leather Inc.	Business closed	\$233.56
2014	35	Laurent Leather Inc.	Business closed	\$272.98
2015	36	Laurent Leather Inc.	Business closed	\$317.94
2016	37	Mack, Richard	Property sold	\$5.29
2016	38	Morgan, Dennis W.	Assessed in error	\$10.93
*2016	39	Renwood Mills	Situs error	\$46,953.01
2015	40	Secretary of Housing and Urban Development	Small underpayment	\$.17
**2016	41	US Bank National Association Trustee	Ownership transfer	\$633.42
2016	42	Watts, Barbara A.	Property sold	\$5.40

*Business personal property location was listed as having its location as 11 North Brady Avenue. Actual location was 324 East A Street. Taxes were rebilled listing the correct location.

** Real property had ownership transfer. The first bill that was generated did not contain the name of the new owner. Taxes were rebilled listing the correct owner.

Should you have any questions or need clarification, please notify. Releases are submitted as required by NCGS § 105-381(b).

CITY OF NEWTON

Sewer Adjustments

TO: E. Todd Clark, City Manager **DATE:** September 28, 2016

RE: Sewer Adjustments – October 4, 2016

FROM: Serina Hinson, Finance Director

The following sewer adjustment is recommended for approval. The adjustment is recommended as a result of a water leak at the service address or a pool fill up.

Account Number	Name	Service Address	Adjustment Period	Amount of Adjustment
25001060-004	Lora Dellinger	608 N. Ashe Ave.	Aug	\$ 21.12
40000380-001	Freedom Baptist Church	125 W. 27 th St.	July - Aug	\$332.11
23000540-003	Lorna Sheets	615 N. Deal Ave.	Aug (Pool)	\$ 67.58

Backup documentation to support each adjustment is on file in the Finance Department. Should you have questions or require further clarification, please notify.

CITY OF NEWTON REQUEST FOR COUNCIL ACTION

DATE: September 29, 2016

TO: E. Todd Clark, City Manager

FROM: R. S. Williams, AICP, Planning Director

CONSIDERATION OF: Budget Amendment – ElectriCities Smart Communities Grant Award

Approved for Council Consideration

Request:

ElectriCities offers a Smart Communities Grant for their member cities which is targeted to assist innovative strategies for a number of categories. One such option is for the use in Downtown Revitalization projects demonstrating or implementing projects specifically in the member cities downtowns. In June of 2016, the Planning Department applied for this grant and was awarded the maximum \$4000.00.

Background:

As a part of the Streetscape Plan, the Planning Department has worked to create a temporary installation of the recommendations of the Streetscape Master Plan on College Avenue as a tangible example to the citizens. This demonstration will last approximately 7 days for citizens to physically see and use the reconfigured sidewalks, traffic lanes and new bicycle lanes. This will test the recommendations of the adopted plan and be used to generate citizen support for implementation. The department has been in discussion with Discovery High School for their students to assist in the installation and removal of this project as a part of their curriculum. The project will be installed on Wednesday October 12th and removed the following Wednesday, October 19th. NCDOT approval has been granted via an encroachment agreement.

Recommendation:

It is the Newton Planning Department's recommendation that the Newton City Council adopted the budget ordinance and accepts the grant to be used for the Streetscape Demonstration Project.

ORDINANCE # 2016-24

**AN ORDINANCE TO AMEND REVENUES AND EXPENDITURES FOR
FISCAL YEAR 2016-2017 FOR THE CITY OF NEWTON.**

WHEREAS, the City Council of the City of Newton have adopted a Budget Ordinance for fiscal year beginning July 1, 2016, and ending June 30, 2017, in accordance with the General Statutes of the State of North Carolina; and

WHEREAS, the City Council desires to recognize the award of a \$4,000 Smart Communities Grant from ElectriCities which is targeted to assist innovative strategies for a number of categories. One such category is for downtown revitalization projects which correlate with the City's Streetscape Plan. More specifically, the grant will be used for a Streetscape Demonstration Project which will last approximately 7 days for citizens to physically see and use the reconfigured sidewalks, traffic lanes and new bicycle lanes; and

WHEREAS, the City Council desires to recognize the grant funds and authorize the related expenditure appropriation within the Planning Department operating budget.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, NORTH CAROLINA, THAT:

THE FOLLOWING SOURCE OF REVENUE AND APPROPRIATION ARE HEREBY APPROVED.

General Fund Revenues		
Spec. Project Contrib/Other Grants	11-0000.3845	\$4,000
General Fund Appropriations		
Miscellaneous Supplies	11-4910.5799	\$4,000

Adopted this 4th day of October, 2016.

Anne P. Stedman, Mayor

Attest:

Amy S. Falowski, City Clerk



**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

DATE: September 30, 2016

TO: Mayor Anne Stedman and Newton City Council

FROM: Todd Clark, City Manager

CONSIDERATION OF: A Municipal Utility Easement Serving the Hen & Egg Restaurant

Approved for Council Consideration

Background:

Mr. and Mrs. Fred Causby have purchased property located at 206 North College Avenue for the purpose of opening a new restaurant called the Hen & Egg. In order to comply with health and safety regulations imposed by the State of North Carolina, Catawba County and City of Newton, Mr. and Mrs. Causby must install a grease trap to serve the restaurant.

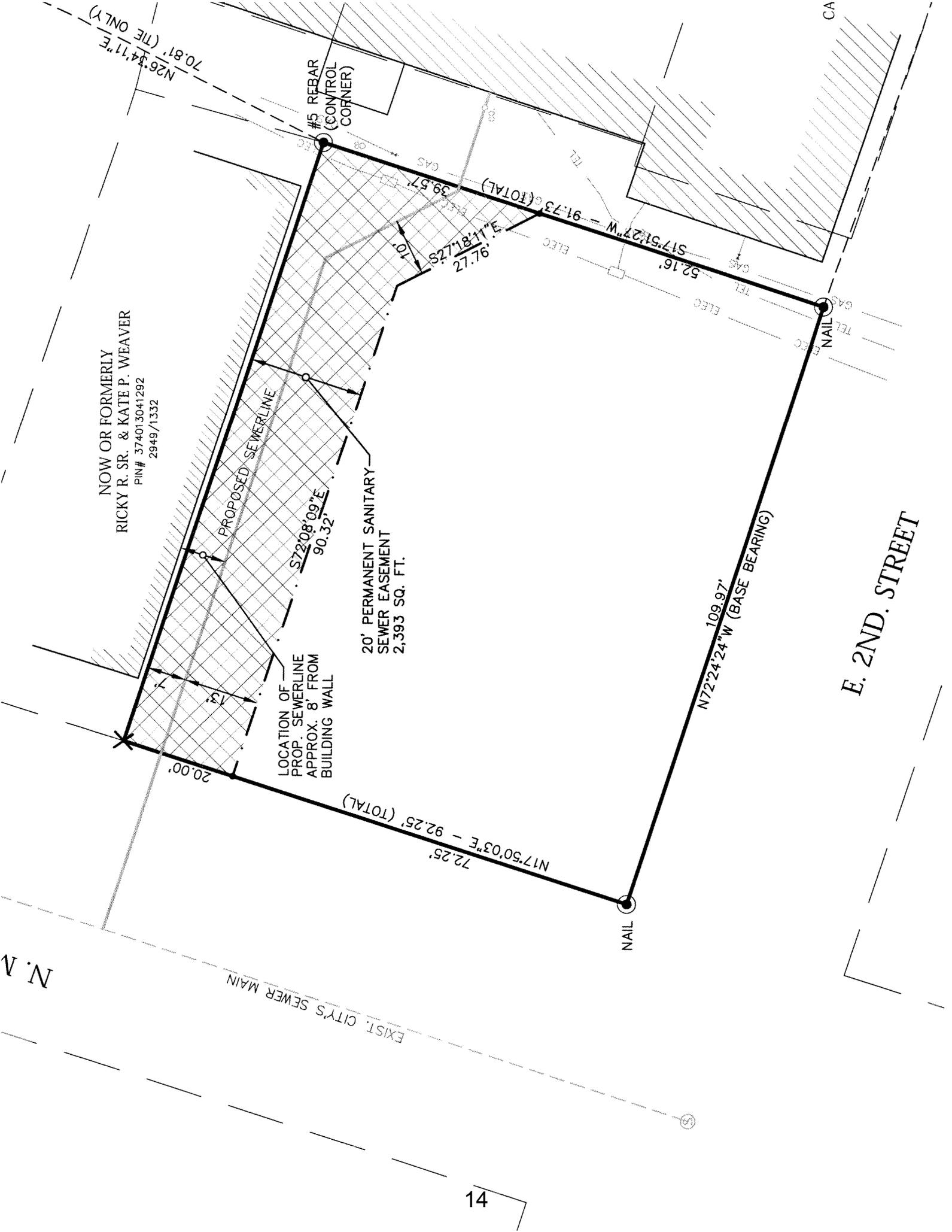
The most suitable location is immediately behind the building on the Causby's property and in an area adjacent to a City owned parking lot. The City public works staff has assessed the matter and determined that a new sewer line will have to be installed from the grease trap to a sanitary sewer main located on North Main Avenue. As this is the most direct connection, the new sewer line (also called a "sewer lateral") will have to be installed under the City's parking lot as shown on the attached survey produced by Wright and Associates.

The City Council is asked to consider granting an easement to Mr. and Mrs. Causby for the express purpose of installing a sewer line serving their new business located at 206 North College Avenue. The line will serve this location only and the easement may only be used for a sewer line and for no other purpose. The construction of the sewer line and repairs to the parking lot will be at the expense of Mr. and Mrs. Causby. Additionally, any future expenses related to the sewer line or repairs to the parking lot as a result of sewer line repairs will be at the expense of Mr. and Mrs. Causby.

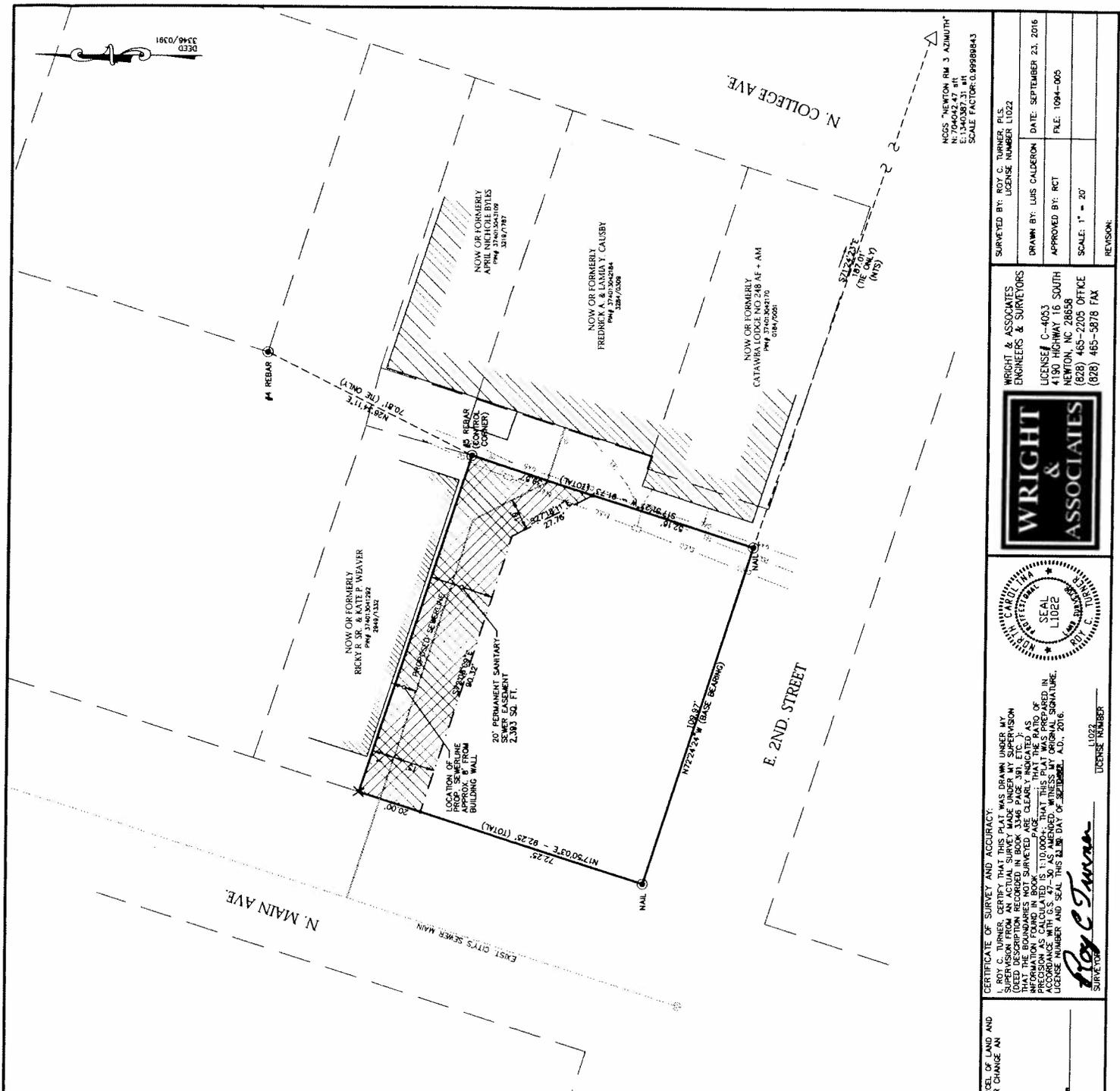
Action Suggested:

The staff requests that City Council consider formal action granting an easement to Mr. and Mrs. Causby. If approved, the staff also requests that City Council direct the Mayor to execute a legal easement, as drafted by the City Attorney that will be filed with the Catawba County Register of Deeds. The City Attorney recommends two separate motions as outlined above.

NOW OR FORMERLY
RICKY R. SR. & KATE P. WEAVER
PIN# 374013041292
2949/1332



E. 2ND. STREET

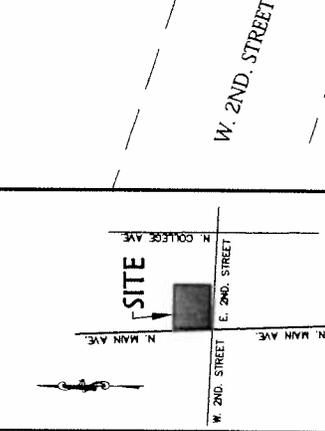


**SEWER LINE EASEMENT FOR:
FRED CAUSBY**
SEPTEMBER 23, 2016
Parcel ID: 374013041186
AREA: 0.23 AC.
AREA BY DOUBLE MERIDIAN DISTANCE
NEWTON TOWNSHIP
CATAMBA COUNTY, NORTH CAROLINA
OWNER: CITY OF NEWTON
1100 W. 2ND STREET
NEWTON, NC 28658
ZONING CLASS: B-3
DEED: 3346/0381

1. PROPERTY ADDRESS: 201 N MAIN AVE, NEWTON, NC 28658
2. THIS PROPERTY MAY BE SUBJECT TO EXISTING EASEMENTS AND/OR EASEMENTS TO BE RECORDED, OBSERVED OR UNOBSERVED, AND NOT SHOWN ON THIS PLAN.
3. THIS SURVEY IS BASED UPON EXISTING PHYSICAL EVIDENCE AND OLD DEED.

FLOOD PLAIN NOTATION
THERE ARE NO PORTIONS OF THIS PARCEL OF LAND LOCATED IN A 100-YEAR FLOOD PLAIN.

WATERSHED NOTATION
THE PARCEL OF LAND AS SHOWN ON THIS PLAN IS NOT LOCATED IN A WATER SUPPLY WATERSHED.



VICINITY MAP
NOT TO SCALE

LEGEND

- = EXISTING IRON PIPE AS DESCRIBED
- X = (OP) CALC. POINT
- ▭ = BUILDING WALL
- △ = MONUMENT
- = POWER POLE
- = TIE LINES
- - - = EASEMENT LINE
- = PROPERTY LINE
- = ADJACENT PROPERTY LINES (NOT SURVEYED)

1. PROPERTY ADDRESS: 201 N MAIN AVE, NEWTON, NC 28658
2. THIS PROPERTY MAY BE SUBJECT TO EXISTING EASEMENTS AND/OR EASEMENTS TO BE RECORDED, OBSERVED OR UNOBSERVED, AND NOT SHOWN ON THIS PLAN.
3. THIS SURVEY IS BASED UPON EXISTING PHYSICAL EVIDENCE AND OLD DEED.



1in=50ft

Parcel: 374013042184, 206 N COLLEGE AVE NEWTON, 28658

Owners: CAUSBY FREDRICK A, CAUSBY LAMIA Y

Owner Address: 807 3RD ST NE

Values - Building(s): \$107,500, Land: \$22,700, Total: \$130,200

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CITY OF NEWTON REQUEST FOR COUNCIL ACTION

DATE: October 4, 2016

TO: Mayor Anne Stedman and Newton City Council

FROM: Todd Clark, City Manager & Randy Williams, Planning Director

CONSIDERATION OF: Authorizing Resolution for a Building Reuse Grant Application

Approved for Council Consideration

Background:

Newton Urgent Care proposes to utilize a vacant building located at former Dollar General site located at 1358 S NC 16 Business Hwy Newton for a new urgent care medical office. In an effort to renovate the property, Newton Urgent Care is seeking the assistance of the City of Newton to access grant funding through the State of North Carolina Department of Commerce, Building Reuse Grant program.

In order to access these funds, the applicant must be a unit of local government located in either a Tier I or Tier II economically distressed County. Additionally, the proposed project must be a priority industry with a business classification of manufacturing, warehousing, wholesale trade, courier services, central administrative offices, electronic mail order services, computer systems design, software publishers, software reproducing, medical or data processing services. Newton Urgent Care meets the industry test and the City of Newton is located within a Tier II economically distressed county.

The applicant must also demonstrate that new jobs are being created and the amount of the grant award is tied to the number of jobs created. Newton Urgent Care is committed to the creation of 7 new full time jobs at or above the average weekly wage required by the grant.

The City of Newton will be required to provide a minimum 5% match for an estimated \$70,000 grant request, if approved for a grant. The City Council will need to make an appropriation of \$3,500 from Fund Balance if and when, a grant is awarded

Action Suggested:

The suggested action is for City Council to adopt the resolution authorizing the City Manager to execute and file an application of behalf of the City of Newton with the NC Department of Commerce Rural Economic Development Division for a Building Reuse Grant and furnishing any further information to the State of North Carolina as outlined in the Resolution.

City of Newton
Authorizing Resolution
The Rural Economic Development Division
North Carolina Department of Commerce
Building Reuse Program
Newton Urgent Care
Building Reuse Application

WHEREAS, the North Carolina General Assembly authorized in 2013 funds to the North Carolina Department of Commerce Rural Economic Development Division to stimulate economic development and job creation. A portion of the funding authorized the making of grants to aid eligible units of government to stimulate the creation of jobs through the expansion and renovation of buildings that will spur economic activity; and

WHEREAS, The City of Newton desires to assist through grant funding the economic renovation of the former Dollar General site located at 1358 S NC 16 Business Hwy Newton; and

WHEREAS, The City of Newton intends to request from NC Department of Commerce Rural Economic Development Division grant assistance for the project from the Building Reuse Program for the “up-fitting” and renovation of the facility:

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

That the City of Newton will provide a minimum 5% match for an estimated \$70,000 grant request, if approved for a grant.

That Todd Clark, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Newton with The NC Department of Commerce Rural Economic Development Division for a grant to assist in the pre-development of the project described above.

That Todd Clark, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce Rural Economic Development Division may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the 4th day of October, 2016 at Newton, North Carolina.

Anne P. Stedman, Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified City Clerk Amy Falowski, the City of Newton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with The NC Department Rural Economic Development Division, as adopted at a legally convened meeting of the City of Newton duly held on the 4th day of October, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

Amy Falowski, City Clerk

CITY OF NEWTON REQUEST FOR COUNCIL ACTION

DATE: September 29, 2016

TO: E. Todd Clark, City Manager

FROM: Sean Hovis, Assistant City Manager

CONSIDERATION OF: Amendment to AT&T Lease at Water Tank

Approved for Council Consideration

Background:

The City of Newton entered into a Lease Agreement with AT&T to lease space on the city's water tank located at 201 West 4th Street on December 14, 2010 which is set to expire December 13, 2020. AT&T is requesting to renew the lease now because if they have to move sites it can take up to 3 years to get new leases and move equipment. Also the current rates for leases are not sustainable due to current competition in the industry. The current lease amount is \$3,583.33 per month. AT&T is requesting the per month amount be reduced to \$3300.00. AT&T is offering a 10% escalation rate every 5 years. AT&T is requesting to renew the lease agreement for up to 15 years. Each initial lease is for 5 years with up to two renewals with the City of Newton being guaranteed 10 years.

Requested Action:

That City Council consider a motion to accept the terms of the amendment and direct the city manager to enter in to a contract approved as to form by the city attorney.

COUNTY OF CATAWBA
STATE OF NORTH CAROLINA

LICENSE AGREEMENT
(Water Tank Site)

THIS AGREEMENT, made this ¹⁴ day of ~~December~~, 2010, by and between the City of Newton, having an address at P.O. Box 550, Newton, North Carolina 28658 (hereinafter referred to as the "Licensor") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as the "Licensee").

1. USE: Licensor owns a parcel of land located at 201 West 4th Street and more particularly described on Exhibit 1 (Tank Site) on which it has constructed an elevated water storage tank. Licensor, subject to the terms and conditions hereof, grants to Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit 2 attached hereto (hereinafter referred to as the "Equipment") on the elevated water storage tank (hereinafter referred to as the "Tank") and in the right to construct and use building (hereinafter referred to as the "Building") located at Licensor's facility Exhibit 2.

LICENSOR AND LICENSEE AGREE THAT THE PRIMARY FUNCTION OF THE TANK IS TO PROVIDE WATER SERVICE TO THE CITY'S WATER CUSTOMERS. SHOULD THE CITY DETERMINE, IN ITS SOLE DISCRETION, THAT THE PERFORMANCE OF THIS AGREEMENT, INTERFERES WITH THAT PRIMARY FUNCTION, THE CITY MAY TERMINATE THIS AGREEMENT WITH 90 DAYS WRITTEN NOTICE TO LICENSEE. LICENSEE SHALL HAVE THE RIGHT DURING SAID NINETY (90) DAY PERIOD TO CURE THE INTERFERENCE PROBLEM TO THE SATISFACTION OF THE CITY; PROVIDED, HOWEVER, THAT IF SAID CURE IS NOT ACHIEVED IN THE SOLE JUDGMENT OF THE CITY, LICENSEE MUST HAVE COMPLETELY VACATED THE TANK BY THE EXPIRATION OF SAID NINETY (90) DAY PERIOD. IF LICENSEE DETERMINES, IN ITS SOLE JUDGMENT, THAT THE OPERATION OF THE TANK BY THE CITY IS CREATING INTERFERENCE WITH LICENSEE'S USE AND OPERATION OF ITS FACILITIES AT THE TANK, LICENSEE MAY TERMINATE THIS AGREEMENT BY GIVING THE CITY NINETY (90) DAYS' WRITTEN NOTICE. LICENSEE'S RIGHT TO TERMINATE THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS HEREOF REGARDING LICENSEE'S OBLIGATION TO REMOVE THE EQUIPMENT AND BUILDING AT THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

2. TERM: This Agreement shall commence on the date first written above and shall be for a period of five (5) years (hereinafter referred to as the "Initial Term") with one (1) additional automatic renewal period of five (5) years. The renewal period shall commence automatically without further action on the part of the Licensor or Licensee provided, however, that Licensee

may terminate this Agreement at the expiration of the Initial Term by giving the Licensor not less than ninety (90) days written notice of its intention to terminate this Agreement.

3. FEE AND RENTAL:

(a) During the "initial term", the Licensee shall pay to Licensor a non-cancelable fee and rental as follows:

Year 1 and 2:	\$36,000
Year 3 and 4:	\$39,000
Year 5:	\$42,000

These fees shall be paid in equal monthly installments on the First day of each month in advance. The first installment will include a prorated rental amount for the period from the above date to the first day of the next succeeding calendar month. All payments shall be made directly to City of Newton Finance Department. Subject to the provisions of Paragraph 4(c) hereof, the Base Fee set forth above is exclusive of charges for the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer or telephone. Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(b) The annual non-cancelable fee and rental for the renewal period, if any, shall be as follows:

Year 6:	\$43,000
Year 7 and 8:	\$45,000
Year 9 and 10:	\$48,000

The annual non-cancelable fee and rental for the renewal period shall be payable in the same manner as the annual rental for the initial term.

(c) In addition to the Base Fee payable by Licensee hereunder, Licensee has, upon the execution and delivery of this License Agreement, paid to Licensor a one time non-refundable administration fee in the amount of \$3,000 (three thousand dollars), the receipt and sufficiency of which Licensor hereby acknowledges.

(d) Licensee shall have a separate electric meter to measure Licensee's electric consumption and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee's Building or Equipment.

4. OPERATION OF EQUIPMENT:

(a) Licensee shall operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, state, or Federal authority having jurisdiction with respect thereto including, without limitation, the rules and regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and the Federal Aviation Administration (hereinafter referred to as the "FAA"). Prior to making any

modifications or changes to its Building and/or Equipment, if any, Licensee shall comply with the following:

(i) Licensee shall submit all plans for Licensor's approval; and

(ii) Prior to commencement of any work, Licensee shall obtain Licensor's written approval not to be unreasonably withheld, and required approvals of all Federal, state and local agencies. Licensee shall promptly deliver to Licensor written proof of compliance with all applicable Federal, state and local laws, rules and regulations in connection with any installations, changes or modifications of Equipment; and

(iii) All of the installations, modifications or changes to Licensee's Equipment shall conform with Licensor's design specifications and Licensor's requirements, including weight and wind load requirements, and shall not interfere with any other radio communications system and equipment located in and upon the Site and shall be in compliance with all applicable local, state and Federal government requirements, including but not limited to zoning, FAA and FCC specifications; and

(iv) All of Licensee's Equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency(s) and location. All coaxial cable shall be identified in the same manner at the bottom and at the top of each transmission line.

(b) In all matters where Licensor's approval is required and Licensor should determine in its reasonable discretion that a possibility of a threat of interference or other disruption with the business of the Licensor or other existing licensees at the time of the Licensee's installation, Licensor shall have the absolute right to withhold consent.

(i) If the installation and operation of radio communications systems and other equipment by Licensor or subsequent licensees from the date of the Original License (other than systems and equipment currently existing at the Site) (the "Future Equipment") shall interfere electrically, or in any other manner whatsoever, with the operation of Licensee's Equipment as originally installed, then upon notice from Licensee, Licensor shall make a reasonable effort to eliminate the interference. If the interference cannot be eliminated, priority shall be given first to Licensor's equipment and needs, second to Licensee herein and last to licensees subsequent to Licensee herein. In any event, Licensor shall have the right to make the final decision and if adverse to the Licensee, Licensee shall have the right to terminate this Agreement.

(c) Licensee hereby agrees that all power lines installed by Licensee shall be located as directed by Licensor. Licensee shall, at its sole cost and expense, obtain its electrical power supply directly from the Licensor.

(d) In the event that Licensee requires telephone service, Licensee, at its sole cost and expense, shall obtain such telephone service. Any work performed in connection with the telephone service shall comply with the provisions of subparagraph (a) hereof. Licensee hereby agrees that any telephone lines installed by Licensee shall be located as directed by Licensor.

(e) In the event a zoning variance, special use permit or other similar governmental approval is required in connection with the installation or any proposed modification of

Licensee's Equipment, Licensee shall be solely responsible for obtaining the appropriate approval.

(f) In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to the Licensor for review and approval by the Licensor or engineers and/or consultants selected by Licensor within 15 days of submittal. Licensee shall reimburse Licensor for Licensor's reasonable expenses incurred in connection with such review and approval not to exceed one thousand five hundred dollars (\$1500.00). All work performed at this Site in connection with the installation and modification of Licensee's Equipment shall be performed by contractors selected by Licensee and reasonable approved by Licensor, at Licensee's expense.

(g) Licensor acknowledges that if Licensee does not receive any of the approvals, consents or access rights described above which Licensee determines are necessary for the initial installation or subsequent modification of its Equipment or Building, Licensee may terminate this Agreement by giving Licensor thirty (30) days' prior written notice thereof.

5. EQUIPMENT:

(a) The installation and operation of Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with Licensor or other licensees that predate Licensee's Equipment installation and Agreement at the Site either presently as of the date of the Original License installation or in the future operating and maintaining radio communications systems and other equipment at the Site, provided such subsequent users are operating within prior approved specifications that should not interfere with Licensee. All repeater systems at the Site shall be equipped with, at a minimum, a single stage isolator and a bandpass/reject type duplexer. No notch type duplexers will be allowed. Except as otherwise provided in subparagraph (b) below, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere with other radio communications systems and equipment at any time, Licensee shall upon request (verbal or otherwise from the city manager) followed by written notice, immediately suspend its operations and do whatever Licensor deems necessary to eliminate or remedy such interference. If, after 30 days, it is determined that such interference cannot be rectified, then Licensor may at its option immediately and with written notice terminate this Agreement and remove any and all of Licensee's Equipment at Licensee's cost and expense, or eliminate or remedy such interference at Licensee's cost and expense.

Licensor acknowledges and agrees that the foregoing obligation of Licensee to correct interference problems or remove its Equipment shall apply only to interference with the City's equipment, whenever it is installed at the Site, or the equipment of any other tenant at the Site as of the date of this Agreement. If interference problems occur with Licensee and the equipment of any other licensee that predate the Licensee occupying the Site after the date hereof, it shall be the obligation of said subsequent licensee to adjust its equipment or operations to remedy the interference or remove its equipment within 30 days. Licensee shall not be required to modify its Equipment or adjust its operations to correct interference problems resulting from a subsequent tenant at the Site. The Licensee will be primarily responsible for enforcing its' rights against other tenants with appropriate assistance from Licensor.

(b) The installation and operation of Licensee's equipment shall not interfere, in any manner whatsoever, with Licensor's use of premises for its primary function of a Tank. During

the term of this Agreement and subject to the terms hereof, Licensor agrees that Licensee or its agents all have free access to the Tank and the remainder of the Site at all times for purposes of operating, inspecting, maintaining, removing, repairing and replacing Licensee's Equipment.

(c) Licensee understands and agrees that Licensor will perform corrective maintenance and preventive maintenance when required as determined by Licensor. If maintenance by the Licensor would cause interruption to the operation of Licensee's equipment, Licensor will give Licensee 60 days written notice, and Licensee shall make adjustments as needed including removal of Licensee's equipment from the tower on a temporary basis. In the event of emergency repairs by the Licensor to the Site or tower, Licensee's operations may be interrupted without prior notice from Licensor. Licensee shall be entitled to an abatement of monthly installment (s) during any period of time Licensee is unable to operate from the Site or tower, due to Licensor's maintenance or repairs. In any of the above circumstances, Licensee shall be allowed to install, on a temporary basis, a COW (cell on wheels), in order to continue its normal operations during the maintenance period.

6. MAINTENANCE AND REMOVAL OF EQUIPMENT:

(a) Licensee at its own cost and expense shall be responsible for maintenance of its Equipment and building, if any, on the Site in accordance with all applicable laws, rules and regulations and this Agreement. All maintenance work shall be performed by contractors licensed by the State of North Carolina. If the structural safety of the Tank is impaired as a result of the installation of Licensee's Equipment on the Tank, Licensee shall be responsible for making all necessary modifications and repairs. Notwithstanding the foregoing, Licensor shall have the right to replace the Tank at any time during the term of this Agreement. The Licensor will give the Licensee as much advance notice as possible of the replacement, but in no case less than 90 days written notice. Licensee will be allowed to occupy the replacement tank under the terms of this Agreement, unless such use of the replacement tank would substantially interfere with the primary function of the tank as determined by the Licensor at its sole discretion. Further, Licensor will consider allowing Licensee to use temporary mobile facilities at the Site until the replacement is completed, provided it does not interfere with the construction process and all City ordinances, such as the Zoning Ordinance, are complied with fully. If the Agreement remains in effect, Licensee shall be entitled to an abatement of monthly installment (s) during any period of time Licensee is unable to operate from the Site or tower due to a replacement tower being installed.

(b) Upon the expiration or earlier termination of this Agreement and upon the payment of the Base Fee and all other sums due Licensor on such expiration or termination date, Licensee shall remove all Licensee Equipment within 90 days. Any and all removal of Licensee's equipment shall be performed by a contractor licensed by the State of North Carolina previously in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other licensees thereon. Any and all interference or damage caused to the Site or equipment of other licensees by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs at Licensee's sole cost and expense within fifteen (15) days after the occurrence of such damage, injury or interference, Licensor may perform all the necessary repairs at Licensee's cost and expense and such sum shall be due within thirty (30) days after Licensee's receipt an invoice as an additional fee hereunder.

7. MISCELLANEOUS REQUIREMENTS:

(a) All improvements made to the Site by Licensee will be subject to the City's normal regulatory requirements.

(b) Immediately upon completion of the improvements, Licensee shall restore any area disturbed by improvements to a condition equal to or better than the original condition.

(c) All equipment of the Licensee must operate so as to comply fully with the Noise Control Ordinance of the City of Newton. (see attached Exhibit 3)

8. LIABILITY AND INDEMNITY: Licensee agrees to indemnify and hold Licensor harmless from all costs of any damage done to Licensor's and other licensee's facilities or equipment maintained at the Site, which damage occurs as a result of the installation, operation or maintenance of Licensee's Equipment or other improvements, except to the extent that such damage is caused by the negligence or intentional or willful misconduct of Licensor and/or other licensee Licensor Entities' Acts or Omissions. Licensee hereby assumes the risk of the inability to operate as a result of any power failure at the Site or any failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees not to bring any claim or suit for damages against Licensor for business interruption, unless caused by the intentional or willful misconduct of Licensor Entities' Acts or Omissions. Licensee shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any Licensor Entities' Acts or Omissions.

9. DAMAGE OR DESTRUCTION OF THE SITE: In the event the Site or any part thereof is damaged or destroyed by the elements or by any other cause, Licensor may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease, as of the date of such casualty until the Site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. In any of the above circumstances, Licensee shall be allowed to install , on a temporary basis, a COW (cell on wheels), in order to continue its normal operations during the repair, restoration or rebuild period. If Licensor chooses not to repair, restore or rebuild the Site, Licensor shall send to Licensee a notice of cancellation of this Agreement within thirty (30) days of such casualty. If Licensor fails to give Licensee notice of its intention to repair the Site within such 30-day period, or in the event that Licensor fails to repair the Site in full within ninety (90) days after the date of the casualty, Licensee may terminate this Agreement by giving written notice thereof to Licensor within five (5) days of the expiration of such 30-day or 90-day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Licensor shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with, any acts or omissions of other licensees or tenants occupying the Site, or for any structural or power failure or by the destruction of or damage to, the Site.

10. INSURANCE:

(a) Licensee shall keep in full force and effect during the Initial Term and any renewal period of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage with limits of liability of at least \$2,000,000.00 in respect to bodily injury, including death, arising from any one occurrence, and \$2,000,000.00 in respect of damage to property arising from any one occurrence. Said insurance

policy shall be endorsed to include Licensor as an additional insured and shall provide that Licensor will receive at least thirty (30) days prior written notice of any cancellation or reduction in coverage in such insurance policy. Licensee shall, prior to the commencement date of this Agreement, furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Licensee shall indemnify and save Licensor harmless from and against any and all losses, costs, liabilities, damages, judgments, and expenses (including attorney fees), in connection with claims resulting from bodily injury or death of any person or from damage to any property sustained by any person, including Licensee, caused by or arising from, any operations at the Site by Licensee or Licensee's contractors, agents, invitees, visitors, servants or employees, including but not limited to, the installation, removal and maintenance of the Equipment and other improvements. This indemnification shall not extend to the negligence or intentional or willful misconduct of Licensor.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

11. TAXES:

(a) Licensee shall pay annually an amount equal to any increase in real estate taxes, if any, directly attributable to any Improvement to the Site. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the Improvement such as, by way of example, the relevant tax assessor's designation of the value of such Improvement. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

12. END OF AGREEMENT - EQUIPMENT: Licensor agrees that no part of the Equipment or improvements constructed, erected or placed by Licensee on the Tank shall be considered as being affixed to or a part of the Tank and further agrees that all Equipment and improvements of every kind and nature constructed, erected or placed by Licensee on the Tank shall be and remain the property of Licensee. Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

13. END OF AGREEMENT - BUILDING: The building described in Exhibit 2, with all improvements, but excluding all Equipment installed by Licensee, shall revert to the Licensor at the termination or expiration of this Agreement.

14. NOTICES: All notices required to be given hereunder shall be given in writing certified or registered mail at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three days after the date of mailing thereof as follows:

Licensee's address for notice purposes is:

New Cingular Wireless PCS, LLC

Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Legal Department
1025 Lenox Park Boulevard
5th Floor
Atlanta, GA 30319

Licensor's address is:

City of Newton
P.O. Box 550
Newton, North Carolina 28658
Attn: Mayor

with a copy to:

City Manager
P.O. Box 550
Newton, North Carolina 28658.

15. DEFAULT AND REMEDIES: (a) In the event of Licensee's default hereunder, including but not limited to (I) the failure of payment of fees, additional fees or other payments set forth herein when due, and Licensee's failure to cure same within ten (10) days after receipt of notice of such failure from Licensor; (ii) abandonment of either the Equipment or that portion of the Site upon which the Equipment was installed; (iii) the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to Licensee; or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute, Licensor shall be entitled at Licensor's option to terminate this Agreement by sending Licensee written notice of such termination. If Licensee fails to remove all of its Equipment within ninety (90) days of such termination notice, Licensor shall have the right, but not the obligation, to remove all of Licensee's Equipment, improvements or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor, as an additional fee hereunder upon rendering of an invoice to Licensee. Notwithstanding the foregoing, Licensor shall be required to provide Licensee with written notice of any of the aforementioned defaults and provide Licensee with ten (10) days from the date of receipt of the default notice to cure any monetary default and thirty (30) days from the date of receipt of the default notice, to commence to cure any other default within thirty (30) days.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) failure to provide access to the Premises or (ii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five

(45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have any and all rights available to it under law and equity or termination this Agreement.

16. **REGULATIONS AND ASSIGNMENT BY LICENSEE:** This Agreement is made subject to all local, State of North Carolina and Federal laws, rules and regulations now or hereafter in force, and shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. Licensee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor, to Licensee's Affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Licensee shall not have the right to sublease the Premises, in whole or in part, without Licensor's consent. Licensee may not otherwise assign this Agreement without Licensor's consent, Licensor's consent not to be unreasonably withheld.

17. **BINDING ON SUCCESSORS:** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. This Agreement may only be terminated by the parties as provided herein.

18. **GOVERNING LAW:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina.

19. **ENTIRE AGREEMENT:** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party.

20. **HEADINGS:** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

21. **SEVERABILITY:** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

22. **FURTHER ASSURANCES:** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this agreement or any other agreement contained herein the manner contemplated hereby.

23. ENVIRONMENTAL: Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Real Property Licensee shall hold Licensor harmless from and indemnify Licensor against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from hazardous substances being generated, stored, disposed of or transported to, on or under the Real Property by Licensee in violation of any law or regulation as a result of Licensee's use of the Real Property. For the purposes of this Section 23., it shall be LICENSEE'S obligation to demonstrate that such damage, loss, expense, response costs or liability is not the result of Licensee's use of the Real Property. Licensee shall not be responsible for any costs, claims or liabilities to the extent attributable or any LICENSOR Entities' Acts or Omissions.

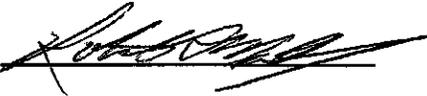
24. CONDEMNATION: In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceedings.,

[SIGNATURE LINES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

LESSOR:

City of Newton

By: 

Name: Robert A. Mullinax

Its: Mayor

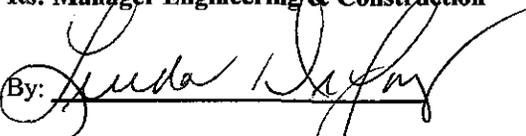
Date: December 14, 2010

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager Engineering & Construction

By: 

Name: Linda De Young

Title: Area Manager REcon

Date: 12/7/10

EXHIBIT 2

EQUIPMENT

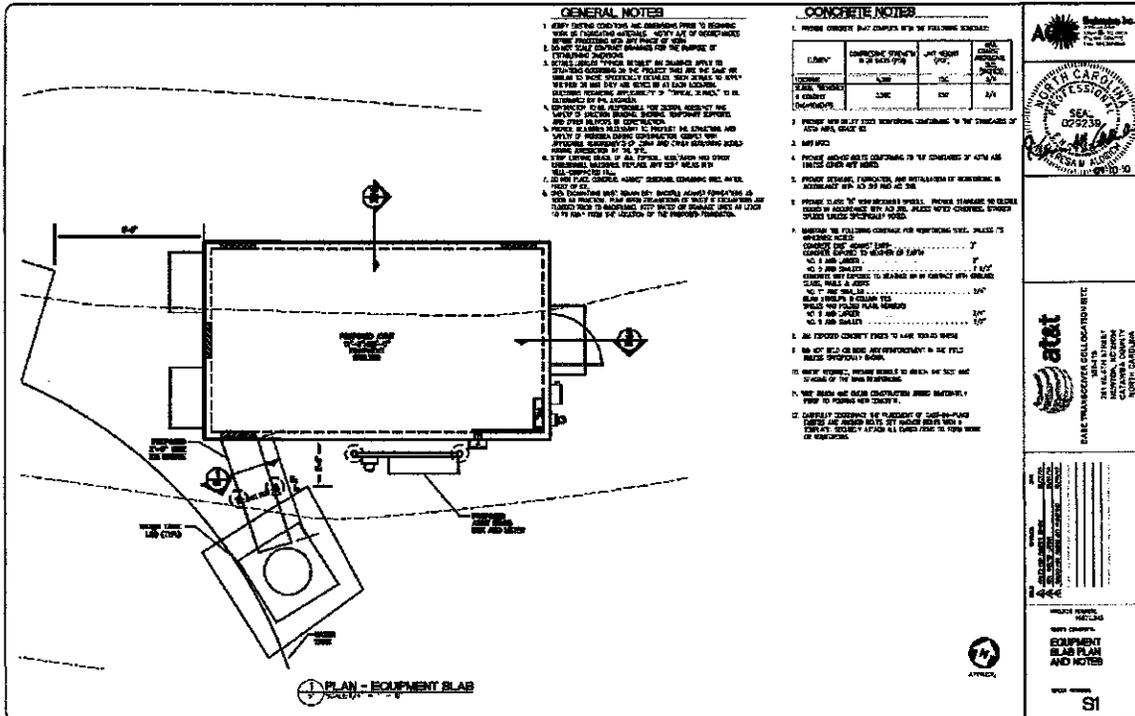


EXHIBIT 3

Noise Control Ordinance of the City of Newton

Chapter 58 NOISE

Sec. 58-1. Prohibited noise generally.

Subject to the provisions of this chapter, the creation of any unreasonably loud or disturbing noise is prohibited. Noise of such character, intensity and duration as to detrimental to the life or health of any individual is prohibited.

(Code 1953, ch. J, art. 5, § 1; Code 1972, § 15-1)

Sec. 58-2. Prohibited noises enumerated.

The following acts are declared to be loud or disturbing noises in violation of this chapter, but such enumeration shall not be deemed to be exclusive:

- (1) Sounding any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control or while in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sound of such device for an unreasonable period of time.
- (2) Using any gong or siren upon any vehicle, other than police, fire or other emergency vehicles.
- (3) Playing any radio, phonograph, musical instrument, tape player or sound amplification device in such manner or with such volume as to annoy or disturb the quiet, comfort or repose of any person in any place of business, dwelling, hotel or other type of residence.
- (4) Keeping any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
- (5) Using any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other noise.
- (6) Discharging into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (7) Using any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced.
- (8) Erecting (including excavating), demolishing, altering or repairing any building in a residential or business district other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety and then

only with a permit from the building inspector. Such permit may be renewed for a period of three days or less while the emergency continues.

(9) Creating any excessive noise on a street adjacent to any school, institution of learning or court while the same is in session or within 150 feet of any hospital, which unreasonably interferes with the working of such institution; provided, that conspicuous signs are displayed in such streets indicating that the same is a school, court or hospital street.

(10) Creating any excessive noise on Sundays on any street adjacent to any church; provided, that conspicuous signs are displayed indicating that the same is a church street.

(11) Creating loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

(12) Sounding any bell or gong attached to any building or premises which disturbs the quiet or repose of persons in the vicinity thereof.

(13) Shouting and crying of peddlers, barkers, hawkers and vendors which disturbs the quiet and peace of the neighborhood.

(14) Using of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale or display of merchandise.

(15) Using any mechanical loudspeaker or amplifiers on trucks or other moving vehicles for advertising or other purposes, except where a specific license is received from the police department.

(16) Conducting, operating or maintaining any garage or filling station or business of any kind in any residential district so as to cause the emission of loud or offensive noises therefrom between the hours of 11:00 p.m. and 7:00 a.m.

(17) Firing or discharging a gun, squibs, firecrackers, gunpowder or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except by permit from the police department.

(18) Using any loudspeaker or amplifier within the fire district, as defined in this Code. (Code 1953, ch. J, art. 5, § 2; Code 1972, § 15-2; Ord. No. 93.37, § 1, 7-14-1993)

Sec. 58-3. Sound amplification devices.

(a) *Scope; intent.* Excessive noise creates a significant threat to the public health, safety and welfare. There has been an alarming increase in the frequency and volume of noise from the many sound-reproducing devices available today. It is the intent of this section to strike an appropriate balance between the right of individuals to obtain information and derive pleasure by listening to radios and other such devices, and the right of the public to a peaceful and healthful environment.

(b) *Noise declaration.* Noise described in subsection (c) below is hereby declared unreasonable; dangerous to the public health, safety and welfare; and shall be illegal unless exempted herein.

(c) *Unlawful operation.* It shall be unlawful for any person to play, use or otherwise operate, either from a motor vehicle or as a pedestrian, any radio, tape player or other sound amplification device emitting sound that is audible from a distance of 50 or more feet from the source of the sound, unless such device is being used to request assistance or warn against an unsafe condition.

(d) *Exemptions.* Subsection (c) of this section shall not apply to any of the following:

(1) Public safety personnel, when responding to an emergency call or engaged in other official business.

(2) Persons engaged in a lawful assembly, procession, or community event.

(3) The operator of a public utility vehicle, when utilizing two-way communications equipment.

(4) The operator of a vehicle being used for advertising purposes in accordance with existing ordinances.

(5) The activation of a theft alarm signal device.

(e) *Violation; penalty.* Violations of this section shall be a misdemeanor. The first violation of this section shall result in a written warning being issued to the offender by the charging officer. The penalty for a second offense shall be \$100.00. The penalty for a subsequent offense thereafter shall be \$300.00.

(Code 1972

CITY OF NEWTON

REQUEST FOR COUNCIL ACTION

DATE: September 26, 2016

TO: E. Todd Clark, City Manager

FROM: Donald G. Brown II, Chief of Police

CONSIDERATION OF: Change Ordinance #93.22, Section 1 Paragraph 1: An Ordinance Establishing One-Way and No Parking Area at Thornton Elementary (Discovery High) School.

Approved for Council Consideration

Background:

In August of 2014 Discovery High School moved to 301 West 18th Street, site of the former Thornton Elementary School, to create Discovery High School at the Thornton Educational Center. This move was needed to accommodate the steady growth of Discovery High School. With the growth of Discovery, parking needs of staff and students has not been met. Since the Discovery campus was originally an elementary school there is little room for staff parking and the driving student population. Many staff and students must park in places not normally used for parking or walk extended distances to reach the campus.

In May of 1993 the Board of Alderman of the City of Newton passed ordinance #93.22 Section #1, restricting traffic flow on West 18th Street. The traffic flow restrictions created a "One-Way" traffic flow west to east on school days between the hours of 7:30 - 8:30 am in the morning and from 2:30 - 3:30 in the afternoon.

Ordinance #93.22 Section #2 was also enacted to prohibit parking on the south side of West 18th Street between N. Ashe Ave and N. Stewart Ave between the hours of 8:00 am and 4:00 pm.

After careful evaluation and review with staff of Discovery High School and Newton-Conover City Schools administration, it is the recommendation of the Newton Police Department to change ordinance #93.22 Section #1 to reflect a time of 7:00 - 8:00 am in the morning and from 2:00 - 3:00 in the afternoon.

It is also recommended that Ordinance #93.22 Section #2 be changed to reflect the time of 7:30 am and 3:30 pm.

Summary:

The current ordinance restricts traffic flow and parking on West 18th Street. These times do not reflect the current start and end times for Discovery High School.

Requested Action:

Motion to change Ordinance #93.22 Section #1 to reflect a time of 7:00 - 8:00 in the morning and from 2:00 - 3:00 in the afternoon. It is also recommended that Ordinance #93.22 Section #2 be changed to reflect the time of 7:30 am and 3:30 p.m.

CITY OF NEWTON

REQUEST FOR COUNCIL ACTION

DATE: September 26, 2016

TO: E. Todd Clark, City Manager

FROM: Donald G. Brown II, Chief of Police

CONSIDERATION OF: Change Ordinance #99.36, Section 1: An Ordinance Prohibiting Parking on Both Sides of Portions of North Ashe Avenue.

Approved for Council Consideration

Background:

In August of 2014 Discovery High School moved to 301 West 18th Street, site of the former Thornton Elementary School, to create Discovery High School at the Thornton Educational Center. This move was needed to accommodate the steady growth of Discovery High School. With the growth of Discovery, parking needs of staff and students has not been met. Since the Discovery campus was originally an elementary school there is little room for staff parking and the driving student population. Many staff and students must park in places not normally used for parking or walk extended distances to reach the campus.

In April of 1999 the Board of Alderman of the City of Newton passed ordinance #99.36 Section #1 restricting parking on North Ashe Avenue between West 15th Street and West 18th Street. The parking restrictions created a “No Parking Zone” on both sides of N. Ashe Ave that applies to school days between the hours of 7:00 am and 4:00 pm.

After careful evaluation and review with staff of Discovery High School and Newton-Conover City Schools administration, it is the recommendation of the Newton Police Department to change ordinance #99.36 Section #1 allowing for unrestricted parking on the east side of N. Ashe Ave between the entrance to Newton-Conover High School and West 18th Street. This change will allow staff and students to take advantage of the 37 marked parking spaces on the east side of N. Ashe Ave.

Summary:

Current ordinance restricts parking on N. Ashe Ave between West 15th Street and West 18th Street. This removes the option of using 37 on street parking spaces for Discovery High School.

Requested Action:

Motion to change Ordinance #99.36 Section #1 to allow for unrestricted parking on the east side of N. Ashe Ave between the entrance to Newton-Conover High School and West 18th Street.

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

DATE: September 30, 2016

TO: Mayor Anne Stedman and Newton City Council

FROM: Todd Clark, City Manager

CONSIDERATION OF: Traffic Controls on West 6th Street

Approved for Council Consideration

Background:

The Newton City Council voted on April 19, 2016 to erect stop signs on West 6th Street at the intersections of North Spring Avenue and North Cline Avenue. The decision to erect the signs was in response to neighborhood concerns for safety due to the volume and speed of motorists traveling the street.

Members of City Council have since received feedback from citizens. In order to review the public feedback and overall effectiveness of the signs, city staff has been asked to place this matter on the September 30th agenda for discussion.

Attached to this Request for Council Action is a copy of the April 19, 2016 City Council minutes and a “Traffic Study” map that was provided to Council at the April meeting.

Action Suggested:

The staff requests that City Council review the current traffic control strategy.

ITEM 9: **New Business**

A. Consideration of West 6th Street Traffic Control Petition

Planning Director Randy Williams stated that on May 19, 2015, the residents of West 6th Street asked to petition the City to install traffic humps on their street as was installed on West 7th Street. At that time, staff explained the process and provided a blank petition form to the residents. Mr. Williams stated the residents garnered the required percentage of property owners for staff to complete a traffic study and held a neighborhood meeting on the results, which warranted the City Council to review their request. At that point, the residents asked law enforcement to increase patrols and the petition sent to the City Council.

Mr. Williams stated that planning staff conducted a traffic study on West 6th Street and West 7th Street in late May through June 2105 as a result of the petition submitted by the residents. Mr. Williams stated that staff has examined the speed, volume and accident data concerning this request and has compared it to West 7th Street. Although volume was more than double, the average speed difference (85%) between West 6th Street (without cushions) and West 7th Street (with cushions) was 5 mph, however there was slowing at each of the cushions on West 7th Street.

Mr. Williams stated that traffic studies were conducted on several streets, including West 6th Street, in 2004. The staff study conducted in 2015 shows there has not been a significant change in the speed or volume data since that time.

Mr. Williams explained staff researched the various methods of approved traffic calming measures and the practical options which each. Police, Fire and Public Works departments reviewed the options and assessed the impacts to services each provide. The issues raised by these departments include the increase in emergency response time, noise, viability of a 20 mph speed limit, equipment damage, vehicle wear, and reduction in fuel efficiency, installation and maintenance with traffic calming measures.

Mr. Williams stated that Public Works has also noted that the existing speed cushions on West 7th Street have caused the street substructure to degrade in places.

Mr. Williams explained that based on the traffic study and reports from Police, Fire and Public Works departments, staff is recommending adding stop signs on West 6th Street at the intersections of Cline, Spring and Frye avenues to create 3-way stops. Staff examined Deal Avenue as well, but there is an offset there at the intersection without enough distance for separation. Gamble Avenue is also not recommended because of very low volume and is a narrow gravel street. Mr. Williams stated the placement of Stop signs at these intersections will have a similar effect as speed cushions on vehicular traffic, requiring traffic to slow down and even stop at certain intervals.

Council Member Tom Rowe stated that he agrees with the stop signs, but that the signs at Frye and Spring are too close together and suggested that the sign at Frye be eliminated.

Mayor Stedman stated that with parking on Spring would the signs be visible. Mr. Williams stated that no parking signs would be added.

Council Member Robert Abernethy asked if there are accidents on West 6th Street. Mr. Williams stated there was one accident at Hwy 321.

Council Member Jerry Hodge asked if there would be lighting to illuminate the stop signs. Mr. Williams said there would not be. Mr. Abernethy stated that “stop sign ahead” signs could help.

Mr. Williams stated that stop signs would cause vehicles to come to a complete stop instead of just maybe slowing them down.

Council Member Tom Rowe asked if the sign at Frye could be removed from the recommendation and if ‘No Parking’ signs would be added. Council Member Wes Weaver said that the data shows that speeds actually increase in that area. Council Member Jody Dixon and Mayor Stedman agreed with the signage suggestion. Council Member Jerry Hodge stated that he would like to see attention to the lighting.

Council Member Tom Rowe stated that he is still leaning toward taking out the sign at Frye.

Several comments were made by citizens.

Upon motion duly made by Council Member Wes Weaver, seconded by Mayor Pro Tem John Stiver, it was unanimously RESOLVED:

That Stop Signs on West 6th Street, as Recommended by Staff be – APPROVED.

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

West 6th Street Traffic Study

