

**LENOIR CITY COUNCIL
TUESDAY, JULY 19, 2022
6:00 P.M.**

- PRESENT:** Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Kent Greer, Ike Perkins, Ralph Prestwood, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney T.J. Rohr.
- ABSENT:** Councilman Todd Perdue and Economic Development Director Kaylynn Horn.
- STAFF PRESENT:** Police Chief Brent Phelps, Planning Director Jenny Wheelock, Public Utilities Director Radford Thomas, Interim Public Works Director Ed Evans, Communications Director Joshua Harris, Jon Hogan, Public Works Operation Manager, and Downtown & Main Street Event Coordinator, Matthew Anthony.
- ZOOM:** Finance Director Donna Bean and Fire Chief Ken Hair.
- OTHERS:** Cady Davis, *News-Topic*, was also in attendance at the meeting.

I. CALL TO ORDER

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

COMMENDED; CITY STAFF:

- B. On behalf of City Council, Mayor Gibbons commended City Staff along with all the volunteers who assisted during the recent Blackberry Festival held in downtown Lenoir. Mayor Gibbons stated it was the 19th Blackberry Festival and an estimated 20,000+ people attended the festival on Friday and Saturday.

Mayor Gibbons also thanked Kaylynn Horn, Economic Development Director, and Matthew Anthony, Downtown/Mainstreet Event Coordinator, for all their hard work in making this event such a great success.

In addition, Mayor Gibbons thanked Brian Moore, Chamber of Commerce, and his Staff for all of their help during the event, which was a huge success and received a number of positive comments.

**INTRODUCTION OF JONATHAN HOGAN;
PUBLIC WORKS OPERATION MANAGER:**

- C. Radford Thomas, Director of Public Services, introduced Jonathan Hogan, Public Works Operation Manager, who will oversee the day-to-day activities of the Public Works section of Public Services.

Director Thomas stated Mr. Hogan has 23 years of experience in working in local government and shared Mr. Hogan understands how the City functions and the level of service we provide to all the citizens.

Mr. Hogan stated he appreciates the opportunity and is looking forward to working with the City of Lenoir and its citizens. .

**SPECIAL RECOGNITION;
CENTRAL BARBER SHOP:**

D. On behalf of City Council, Mayor Gibbons presented a resolution and a framed City flag to Mr. Alan Hall in honor and recognition of Central Barber Shop's Centennial Celebration. Central Barber Shop has been operating in Lenoir since May 1922. Mr. Terry Hall, owner and father of Alan Hall, was also present at the meeting.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 201.)

Mayor Gibbons stated Central Barber Shop is a wonderful place and he has great memories of visiting there when he was a child. He thanked the Hall's for all they have done for the City of Lenoir and its citizens and for the business being such a great part of the history of Lenoir.

Alan Hall thanked City Council for the recognition and their support. He stated the Barber Shop started in the basement of the building across from City Hall and was located there for ten years. They are currently located at 211 Main Street in downtown. He also expressed appreciation to Mike Gibbons, brother of Mayor Gibbons, for being instrumental in providing them with a lot of pertinent information about the history of the shop. Mr. Hall stated they appreciate being part of the fabric of Lenoir.

City Manager Hildebran stated the resolution should be added to the Consent Agenda as item number G. for approval by City Council.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

**REZONING; 1231 HIBRITEN
DRIVE & 1304 HIBRITEN DRIVE:**

A. A public hearing was held to consider approval of a proposed rezoning for property located at 1231 and 1304 Hibriten Drive SE to be rezoned from B-1 (Neighborhood Business) to B-2 (General Business) to allow for Auto Sales (Intensive Retailing) as requested by Ben Griffin, New Vision Trust Company. The Planning Board recommends approval consistent with the Consistency Statement as follows:

All decisions of the Planning Board and City Council should be based on consistency of proposal with the Comprehensive Plan and any other officially adopted plan that is applicable. The Comprehensive Plan's future land use map identifies this parcel as "existing commercial" and does not identify any other future land use for the property. The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to coordinate land use policies with transportation, and to anticipate and plan for growth associated with roadway improvements. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan.

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed rezoning.

Planning Director Wheelock reiterated the purpose of the rezoning request to General Business is for the applicant to be able to operate a car lot on the property. Director

Wheelock referred to the Staff Report which states the request is to provide more flexibility for the existing vacant office space on the site. One contemplated use would be the relocation of a small existing car dealership. While there is room on the parcel for additional development, no new construction is proposed at this time. Director Wheelock clarified the property is already zoned as commercial use and the rezoning request would expand the options for the property.

Ms. Kathleen Braswell, 1519 Starcross Road, addressed City Council and stated she lives behind the subject property. Mrs. Braswell asked what would happen to the existing buffer of trees should the property ever be sold. Mrs. Braswell also referenced the additional traffic the rezoning would create in the neighborhood upon approval.

Director Wheelock explained the rezoning requires a mature buffer of six-foot evergreen trees be maintained on the property and pointed out any new owner would have to abide by this requirement.

Mrs. Braswell also asked about the additional uses of the property as listed under B-2 (Intent of the Zoning Districts) in the Staff Report. She stated the residents do not want adult businesses in their neighborhood because traffic would increase and children lived and played in the neighborhood as well.

Director Wheelock emphasized this property would not qualify for any of these types of businesses. She referred to the Staff Report that describes B-2 (General Business) as intended to provide for a wide variety of retail, service and other activities, controlled by performance standards, at locations along major transportation routes, to serve both local and transient traffic. Director Wheelock mentioned there were setback requirements that business owners have to adhere to as well.

Ben Griffin, applicant, addressed City Council and stated he was available to answer any questions anyone may have about the proposed rezoning request.

Crystal Moore, resident of Lenoir, addressed City Council and spoke in favor of keeping the buffer of trees on the property. Ms. Moore also commented all of the City's parks are important and asked about improvements to the West End Park.

Mayor Gibbons referred to the handout Ms. Moore submitted to the City Clerk prior to the meeting and stated Council would review her comments and take them under consideration. Mayor Gibbons thanked Ms. Moore for her interest in the City's parks.

There being no additional public comments, Mayor Gibbons closed the public hearing and asked City Council for action.

Upon a motion by Mayor Pro-Tem Thomas, Council voted 6 to 0 to approve the rezoning request for property located at 1231 and 1304 Hibriten Drive SE to be rezoned from B-1 (Neighborhood Business) to B-2 (General Business) as submitted and as recommended by the Planning Board.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Budget Work Session of Thursday, May 19, 2022 as submitted.

- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, June 7, 2022 as submitted.
- C. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, June 7, 2022 as reviewed by the City Attorney, City Council and City Manager.
- D. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, June 28, 2022 as submitted.
- E. Minutes: Approval of the closed session minutes of the Committee of the Whole meeting of Tuesday, June 28, 2022 as revived by City Council and the City Manager.
- F. Technical Assistance Agreement; WPCOG: Approval of City Council to enter into an agreement with the Western Piedmont Council of Governments (WPCOG) for an amount of \$30,000 (not to exceed) in accordance with the attached proposal to provide grant administration and technical assistance for the EPA Brownfield Assessment Program. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages 202-209.)
- G. Resolution; Central Barber Shop: Approval of a resolution in honor and recognition of Central Barber Shop's Centennial Celebration.

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to approve the above listed items (A-G) on the Consent Agenda as presented and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

AUGUST

- CALENDAR:** 1. The calendar for the month of August was submitted to Council listing various meetings and events.

SUMMER MUSIC

- FESTIVAL:** 2. A Summer Music Festival will be held on Friday, July 22 and Saturday, July 23 at 6:00 p.m. at the Martin Luther King, Jr. Center located at 313 Greenhaven Drive NW, Lenoir, NC.

CANCELLED; COMMITTEE OF THE

- WHOLE MTG:** 3. The Committee of the Whole meeting for July has been cancelled. The next meeting will be held on Tuesday, August 23 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.

- CRUISE-IN:** 4. A Cruise-In will be held on Saturday, August 6 beginning at 3:00 p.m. in downtown Lenoir.

HARAMBEE FESTIVAL;

- MLK CENTER:** 5. The 48th Annual Harambee Festival will be held July 30 through August 5. Activities are scheduled throughout the week at the Martin Luther King, Jr. Center.

B. Items for Council Action

RFQ; ARCHITECTURAL

- SERVICES:** 1. City Staff recommends City Council approval to enter into an agreement with Maurer

Architecture regarding the Request for Qualifications (RFQ) for firms offering Schematic Design Phase Architectural Services for three redevelopment sites in downtown Lenoir which include the former Bernhardt-Seagle Industrial Complex building at 1136 Harper Avenue; the Historic Lenoir High School Gymnasium; and the LHS Auditorium building at 1114-1116 College Avenue. Services may include site visits, as built drawings, and illustrative conceptual plans.

A copy of the Request for Qualifications (RFQ) for Architectural Services as submitted by Maurer Architecture is hereby incorporated into these minutes by reference. (Refer to pages 210-220.)

City Manager Hildebran reported an RFQ was sent to seven architectural firms and the City received three responses. Mr. Hildebran shared that Mr. Maurer has bought property in Lenoir and has worked with Jesse Plaster. He stated the Main Street Economic Development Selection Committee also recommends Maurer Architecture for this project.

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to enter into an agreement with Maurer Architecture regarding the Request for Qualifications (RFQ) for firms offering Schematic Design Phase Architectural Services for three redevelopment sites in downtown Lenoir as described above and as recommended by City Staff.

BID AWARD; FY2022-2024

ASHPHALT RESURFACING CONTRACT:

2. Bids were received and opened on Tuesday, July 12, 2022 for the City of Lenoir's Asphalt Resurfacing Contract for a two-year period beginning July 1, 2022 and ending on June 30, 2024. Tri-County Paving is the lowest, responsive, responsible bidder. Tri-County Paving, Inc.'s bid includes the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation. Staff recommends City Council award the low bid of \$109/ton to Tri-County Paving, Inc., for the City's Asphalt Resurfacing Contract as submitted.

A copy of the bid tab is hereby incorporated into these minutes by reference. (Refer to page 221.)

City Manager Hildebran shared the previous price of asphalt was \$82/ton and pointed out the price has increased dramatically.

Upon a motion by Councilmember Greer, Council voted 6 to 0 to award the low bid of \$109/ton to Tri-County Paving, Inc., for the City's Asphalt Resurfacing Contract as described above and as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

WATER PRESSURE ISSUE; FINLEY AVENUE:

- A. Councilmember Perkins reported he has received a number of telephone calls from citizens inquiring about the low water pressure issue along Finley Avenue. Mr. Perkins stated this issue has been ongoing for two years and mentioned it affects the water hydrants as well. Mr. Perkins asked if Staff could review the project again so that it would not be left as unfinished business.

Public Services Director Radford Thomas clarified for Council the water pressure issue on Finley Avenue has not been forgotten and emphasized it is one of the City's top priority projects. Director Thomas stated the City is currently seeking state funding in order to fund the project.

**CONGRATULATIONS;
MAYOR & BECKY GIBBONS;
47th WEDDING ANNIVERSARY;**

- B. City Councilmembers congratulated Mayor Joe and Becky Gibbons upon their 47th Wedding Anniversary on Tuesday, July 19.

X. ADJOURNMENT

- A. There being no further business, the meeting adjourned at 6:45 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

Central Barber Shop Celebrates 100 Years of Business

WHEREAS, Central Barber Shop opened in Downtown Lenoir on May 11, 1922, in a room in the Miller Building next to the Caldwell County Courthouse; and

WHEREAS, Central Barber Shop later moved from the Miller Building to 138 Main Street, which sits at the corner of West Avenue and Mulberry Street; and

WHEREAS, Terry Hall started working as a barber in Lenoir in 1961 and bought Central Barber Shop ten years later in 1971; and

WHEREAS, in 1976, Terry Hall bought the building located on the northwest corner of the square in Downtown Lenoir and moved Central Barber Shop to its current location at 211 Main Street where it has operated for the past 46 years; and

WHEREAS, Terry Hall's son, Alan Hall, started working as a barber at Central Barber Shop in 1995, and Terry Hall retired from Central Barber Shop in 2009; and

WHEREAS, Alan Hall has worked at Central Barber Shop for the past 27 years, along with fellow barbers Mark Gentry, 18 years, and Chris Whittaker, 14 years; and

WHEREAS, barbershops have traditionally been a place where men can socialize, take a break from their daily routine, meet like-minded people, and build friendships with other men in the community; and

WHEREAS, Central Barber Shop has served the Lenoir community for 100 years;

NOW THEREFORE BE IT RESOLVED, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, congratulate Central Barber Shop on its centennial celebration and thank Terry Hall and Alan Hall for building their business in Lenoir, investing their time and talents in our community, and giving our residents friendship, camaraderie, and excellent haircuts for 100 years.

This the 19th day of July 2022.

SEAL

Joseph L. Gibbons, Mayor



AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE CITY OF LENOIR
FOR THE PROVISION OF
TECHNICAL ASSISTANCE
EPA BROWNFIELDS ASSESSMENT GRANT PROJECT
October 1, 2022 – September 30, 2025

This AGREEMENT, entered into on this the ____ day of _____, 2022, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$30,000 (thirty thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local

Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the EPA Brownfields Assessment grant will be expended from the grant administration allowance budgeted for the Local Government.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning October 1, 2022, and ending September 30, 2025.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR

By: _____
Mayor

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOVTS.

By: _____
Executive Director

By: _____
City Manager

PLANNING AGENCY:

By: _____
Chair

Preaudit statement:

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

By: _____
Local Government Finance Officer

GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
OCTOBER 1, 2022 – SEPTEMBER 30, 2025
ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning grant administration activities by the Western Piedmont Council of Governments for the City of Lenoir.

Erin Schotte, Economic & Community Development Administrator, will be responsible for administering the EPA Brownfields Assessment grant.

Work Program

The activities to be completed include:

- Work with City and EPA on any amendments needed to the contract between EPA and the City
- Coordinate requests for reimbursement from EPA to the City
- Meet with consultants, City staff, and Brownfield Committee as needed
- Maintain database of EPA assessment work to date
- Work with consultant to assure EPA compliance

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 36-month period beginning October 1, 2022 and ending September 31, 2025.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$30,000. The budget is broken down as follows:

Salaries	\$ 14,500
Fringe Benefits	7,903
Travel	1,212
Indirect	<u>6,385</u>
Total	\$ 30,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract

or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Historic Lenoir High School Campus Rehabilitation

Lenoir, NC



RFQ Response | July 13th, 2022



COVER LETTER



July 13th, 2022

Kaylynn Horn
Economic Development Main Street Director
The City of Lenoir, NC

RFQ Response for Architectural Services
Historic Lenoir High School
The City of Lenoir, NC

Dear Ms. Horn,

Maurer Architecture is pleased to submit our qualifications for the Historic Lenoir High School Campus rehabilitation. Our desire to partner with The City of Lenoir stems from a deep commitment to serving local communities across North Carolina, and preserving our historic building environment for generations to come. Our work is inspired by our team's combined love for history, old buildings, and community infrastructure; this is apparent through our design process and echoed through the excellence of each deliverable. Maurer Architecture has previous experience working with the City of Lenoir on a feasibility study, winning a joint NC Main Street award for "Taking Lenoir to the Second Floor". Additionally, Maurer Architecture rehabilitated 818 Harper in Lenoir, Stine's Ice Cream Parlor, which won both a NC Main Street award as well as a Preservation North Carolina award.

FIRM BACKGROUND

With twenty-nine years of specialized experience working on historic and adaptive reuse projects across the state of North Carolina, Maurer Architecture is uniquely and specifically qualified to provide the architectural and engineering services and coordination necessary for the study and preservation of the Historic Lenoir High School buildings. Maurer Architecture will be the principal firm, with each consultant contracting directly with us to provide requested services.

Maurer Architecture is an award-winning architecture firm located in Raleigh, North Carolina. We are known for our creative approach to urban restoration, adaptive reuse, and new construction projects alike. Our work is thoughtful and grounded, and our focused approach to problem solving has led to a reputation of integrity and leadership in the community. We take pride in the variety of work that we do, and in the lasting relationships that we have formed over the years.

Since 1993, we have completed many diverse and complex projects including adaptive reuse, historic renovations, office and retail buildings, multi-family, restaurants, and breweries across the state of North Carolina. We have thorough knowledge of the Building Codes including the NC Existing Building Code, and we have extensive experience working with the NC State Historic Preservation Office and historic tax credits. David Maurer, AIA, President of Maurer Architecture, is currently working with many municipalities to encourage development in their downtowns. He is a frequent presenter at the NC Main Street and Preservation NC conferences on various aspects of rehabilitating our downtowns, including the use of historic tax credits and the Existing Building Code. He also recently received the top Preservation Professional honor awarded by Preservation NC.

COVER LETTER

The Maurer Architecture design process begins with understanding the unique needs and considerations of our client. We are experienced, thoughtful, and active listeners, and we recognize that with every existing building comes a complex history which should inform future design decisions.

We are team players, and recognize that the key to a successful project is maintaining clear communication and setting a definitive road map to outline the design process. We think of the Project Delivery Team as a complex system, and as the Architect, we are just one facet. However, we know that we play a crucial role in making sure the system runs smoothly. We will manage consultants, work with the ownership team, and partner with stakeholders. We identify as facilitators, communicators, leaders, supporters, and recognize that our relationships – along with our skillful design – are vital to the success of this project.

Stakeholders are an invaluable part of the design process, and Maurer Architecture seeks to incorporate their individual skill and knowledge into every phase of the project. Each stakeholder, both internal and external, represents a unique perspective which should be considered and integrated into the design. We believe that a project is successful when it achieves its objectives and meets or exceeds the expectations of the project stakeholders. Our process is rooted in team work, and we believe that clear communication, organization, and understanding are the foundation for all successful projects.

Sincerely,
Maurer Architecture



David S. Maurer, AIA, LEED-AP
President, Maurer Architecture PA
115 1/2 E. Hargett Street, Suite 300
Raleigh, NC, 27601
david@maurerarchitecture.com
www.maurerarchitecture.com
(919) 829-4969

FIRM LOCATION

115 1/2 East Hargett Street
Suite 300
Raleigh, NC 27601
919.829.4969

YEAR ESTABLISHED

January 1, 1993

TYPE OF OWNERSHIP

S Corporation
Principal Shareholders: David Maurer,
Laurie Jackson, Meredith Kirkpatrick,
Ethan Page, Robert Sarle

FIRM SIZE

14

FIRM LICENSURE

North Carolina Registered Architectural
Corporation, #51562

SERVICES

Architecture
Historic Tax Credit Consulting
Existing Building Documentation
Feasibility Study
Building Code Analysis
Construction Administration

Tuesday, July 19, 2022
Minutes-City of Lenoir Council Meeting



Project:

Wake Forest Food Hall
303 E Roosevelt Ave, Wake Forest, NC

Project Size:

Overall: ~14,000SF

Design Team:

Principal Architect: David Maurer
Project Architect: Mike Morrison

Project Description:

The Wake Forest Food Hall was a feasibility study for a 1950s auto repair building. The study explored converting the building to a multi restaurant food hall and event space. The design is complete and the client is currently lining up tenants.





Project:

Gig East Exchange
127 Goldsboro St. S, Wilson, NC

Project Size:

Overall: ~9,000SF

Design Team:

Principal Architect: David Maurer
Project Architect: Ethan Page

Project Description:

The concept for the Gig East Exchange was to provide a hub of innovation where start up companies could have a place to build their businesses, gather, and share ideas. Maurer Architecture helped the City of Wilson secure funding by developing concept renderings of the historic building. From there we worked closely with the City through programming, design, and finally construction.



Maurer Architecture

Project:

The Henkel Opera House
126 Mulberry St, Lenoir, NC

Project Size:

Overall: ~17,000SF

Design Team:

Principal Architect: David Maurer
Project Architect: Dayle Barnes

Project Description:

The Henkel Opera House is a historic tax credit project in Lenoir. The design restores the building, and converts the spaces into an event space with a bar and warming kitchen, an auditorium that seats ~250 people, and artist spaces including a lounge. The design was complete in 2019, but construction has not started.

Adaptive Reuse and Historic Preservation

Recent Work
North Carolina



AWARDS

Preservation NC, Gertrude S. Caraway Award of Merit

Masonic Lodge, Smithfield
Death + Taxes, 200 S. Salisbury St., Raleigh
Norris Heart House, 421 N. Blount St., Raleigh
21 S. Front St., Wilmington
222 & 226 Princess St., Wilmington
Goldsboro Fire Station
1 S Front St., Wilmington
Stine's Ice Cream Parlor, Lenoir
Gig East/City of Wilson
Heights House (Montfort Hall), Raleigh

Preservation NC, Robert Stipe Professional Award David Maurer, AIA

North Carolina Main Street Awards

David S. Maurer, AIA Champion Award for Commitment to Historic Preservation
Masonic Lodge, Smithfield, for Historic Preservation
105 S. Third St., Smithfield, for Historic Preservation
Schmidlin Law Offices, 115 S. Third Street, Smithfield, for Historic Preservation
Edgerton Building, Goldsboro, for Best Upper Floor Redevelopment
John St. Properties, Goldsboro, for Best Endangered Properties Rescue Effort
Goldsboro Drug Company Building, Goldsboro, for Best Historic Rehabilitation Project
Moving Lenoir to the Second Floor, for Best Innovation
The Firehouse, Goldsboro, for Best Adaptive Reuse Project
151 N. Center St., Goldsboro, for Best Historic Rehabilitation Project
La Dolce Vita Pizzeria, Sanford, for Best Adaptive Reuse Project
Stines Ice Cream Parlor, Lenoir, for Best Endangered Properties Rescue Effort

Anthemion Awards, Capital Area Preservation

All Saints Chapel Restoration
J.M. Norwood House Relocation and Renovation
Wesley A. Putney House
Cooke Street Redevelopment
Death + Taxes, 200 S. Salisbury St.
119 E Hargett St.
Busy Bee Café
Capital Club
230 Fayetteville St.
218 N. East Street, Oakwood
White Street Brewery, Wake Forest
Raleigh Nehi Bottling Company Building
G&S Department Store
East Raleigh/ South Park Neighborhood Revitalization
Lunsford Residence, 420 Cutler St.
Fire Station #4, 505 Jefferson St.
Southern Building, 15 E. Martin St.
McClatchy Interactive, Martin Building, 111 W. Hargett St.
Norris Heart House, 421 N. Blount St.
821 Wake Forest Rd.

Sir Walter Raleigh Awards for Community Appearance

All Saints Chapel Restoration
Edenton Street Quadrplexes
J.M. Norwood House Relocation and Renovation
Cutler Street Grocery / Bonomo Residence
Person Pointe Condominiums
536, 532 & 530 Edenton St.
602 E. Hargett St.
Boylan Condominiums
Swain Street Shotgun
Death + Taxes, 200 S. Salisbury St.
Norris Heart House, 421 N. Blount St.
Gateway Plaza Renovation
Longleaf Hotel & Lounge

RESUMES



David Maurer AIA, LEED AP

Principal-In-Charge
Maurer Architecture

As principal of Maurer Architecture, David has led the firm's diverse and complex work since 1993. He regularly travels across the state of NC meeting with municipalities and developers and presenting at conferences on the benefits of adaptive reuse, historic preservation, building code issues, and historic tax credits, and is an expert in the NC Existing Building Code. In 2019, David was recognized by Preservation NC as the top Preservation Professional in North Carolina, and has received multiple awards as a NC Main Street Downtown Champion.

With nearly 40 years assessing, understanding, and adapting older structures, David will serve as principal-in-charge. His passion for breathing new life into our older buildings has led him to become a statewide leader in understanding the complexities of the building codes balanced with a respect for our historic fabric. David's commitment to North Carolina is evident not only in his work across the state, but also in 'giving back' by serving on numerous local and state historic commissions, advisory boards, and NC Main Street Center. Due to his vast experiences and expertise, David has led many strategic and educational seminars, workshops, and conference sessions on the rehabilitation of our valued buildings and downtowns.

PROFESSIONAL ASSOCIATIONS AND BOARDS

American Institute of Architects, National, NC and Raleigh Sections, 1984-present

Raleigh Historic Districts Commission, 1990-91, 1993-1999

Chairman, 1995-1999

Vice Chairman, 1991, 1994

Design Review Advisory Committee, 1986-90, 1999-present

City of Raleigh Task Forces:

Community Development Housing Prototype, 1995

Raleigh Future Neighborhoods Group, 1995-1997

Hillsborough Street/ Morgan Street Bridges, 1994-95

Glenwood South Small Area Plan, 1996-97

Livable Streets Partnership, 2002-2004

Mayor's Task Force on Affordable Housing, Chapel Hill, 2013-2014

North Carolina State University, Guest Juror/Critic, 2008-present

Wake Technical Community College, Guest Juror/Critic, 2008-present

National Register Advisory Committee, 2014-2020, Chair 2018-2020

North Carolina Downtown Development Association Board of Directors 2019-present

LeverageNC Board of Directors 2020-present

City of Raleigh Development Stakeholders 2014-present

DESIGN TEAM



EDUCATION

Bachelor of Architecture, Virginia Tech

Master of Architecture, University of Washington

REGISTRATIONS

Architect, North Carolina: #5131

Architect, Virginia: #0401017072

Architect, Georgia, #015550

LEED-AP

AFFILIATIONS

American Institute of Architects

National Trust for Historic Preservation

Preservation North Carolina

Capital Area Preservation

RECENT AWARDS

Preservation North Carolina Stipe

Professional Award, 2019

NC Main Street

Champion for Smithfield, 2007

Preservation North Carolina Gertrude S.

Carraway Award of Merit

- Stine's Ice Cream Parlor, 2021
- Gig East, 2021
- Heights House, 2021
- 1 S Front St., 2021
- Goldsboro Fire Station, 2020
- 222, 226 Princess St., 2019
- 421 N Blount St., 2018
- 21 S Front St., 2018

Capital Area Preservation Anthemion Award

- 821 Wake Forest Road Office, 2019
- Norris House, 421 N Blount Street, 2018

Sir Walter Raleigh Award

- Rehabilitation and Historic Preservation: Longleaf Hotel & Lounge, 2020
- Gateway Plaza Renovation, 2020
- Norris House, 421 N Blount Street, 2018

Historic Wilmington Foundation

- Solomon Building, 1 S Front Street, 2021
- Public Archaeology Corps, 10 S Front Street, 2021
- 222 & 226 Princess Street, 2019

RESUMES



Ethan Page AIA

Partner | Architect
Maurer Architecture

Ethan is dedicated to delivering high quality client services, and he takes pride in his ability to understand a client's unique needs and synthesize them into creative design solutions. His experience includes event space, office, hotel, restaurant, brewery, and both new construction and extensive adaptive reuse.

RELEVANT EXPERIENCE

Ongoing Adaptive Reuse and Historic Preservation

- 201 S Washington St. (Rocky Mount, NC)
- SW Main St. (Rocky Mount, NC)
- The Carolina Civic Center (Lumberton, NC)
- The Upchurch (Apex, NC)
- Gig East (Wilson, NC)
- Wilson Visitor Center (Wilson, NC)
- Havoc Brewing Company (Pittsboro, NC)
- Sneaky Penguin Brewery (Brewery in existing shopping center in Raleigh NC)
- 911 N. West St. (Raleigh, NC)
- 301 N West St. (Raleigh, NC)



Rachel Parks

Architectural Designer
Maurer Architecture

Rachel is a versatile individual with a background in architecture and design. She supports a range of projects including adaptive reuse and interior alterations.

RELEVANT EXPERIENCE

Ongoing Adaptive Reuse and Historic Preservation

- Dix Park Historic Houses (Raleigh, NC)
- Narron Building (Law Office renovation in an existing building in Downtown Smithfield)
- Raleigh Founded Glenwood (Open rentable work space; Raleigh, NC)
- Sneaky Penguin Brewery (Brewery in existing shopping center in Raleigh NC)

DESIGN TEAM

EDUCATION

Bachelor of Architecture, North Carolina State University

Bachelor of Environmental Design in Architecture, North Carolina State University

REGISTRATIONS

Registered Architect in North Carolina

EDUCATION

Bachelor of Architecture;
Minor Industrial Design from
University of Tennessee Knoxville

Rodger H. Lentz

Chief Planning & Development Office
City of Wilson
112 Goldsboro St. E
Wilson, NC 27894
252-339-2210
rlentz@wilsonnc.org



David M. Perry

Goldsboro Builders Supply Co. Inc.
PO Drawer E
Goldsboro, NC 27533
919-922-0073
dperry6961@aol.com



July 19

- City Council Approval

July 25-29

- Contract Negotiations & Approval

August 1-19

- City of Lenoir to provide any digital or hard copies of any surveys, building plans, etc.
- Maurer Architecture to visit the study area & project sites to conduct field work to document existing conditions
- Maurer Architecture to utilize documents related to the site and field documentation to draft as-built conditions

August 22- September 2

- City of Lenoir, project stakeholders, and Maurer Architecture to collaborate on programming, development scenarios, code requirements, parking, & preliminary design concepts. Maurer
- Maurer Architecture will advise on site suitability of site for new construction per program parameters & existing site conditions
- Maurer Architecture to produce proposed 3 alternative design concepts per site including site, adjacent streets, buildings, and potential parking areas. Concepts to comply with applicable zoning ordinances, district designations, community, and/or special interest concerns.

September 6-9

- Maurer Architecture to present proposed concept plans to the City of Lenoir
- City of Lenoir and project stakeholders to provide feedback on proposed concept plans

September 12-16

- Maurer Architecture to present final concepts and written scope for sites 2 & 3, including preliminary plans, elevations, sections, site plans, and OPC (Opinion of Probable Cost)

September 19-30

- Maurer Architecture to present final concepts and written scope for site 1, including preliminary plans, elevations, sections, site plans, and OPC (Opinion of Probable Cost)



City of Lenoir

Asphalt Paving Bid Tabulation

FY 2022 – 2024 Asphalt Resurfacing
July 12, 2022, 2:01 p.m. Local Time

<u>Contractor</u>	<u>Bid Amount – Unit Price per ton</u>
Tri-County Paving, Inc. 613 W. Main Street Jefferson, NC 28640	\$109.00/ton
J.T. Russell & Sons 201 Herman Sipe Road Conover NC 28613	\$120.00/ton
Maymead, Inc. PO Box 911 Mountain City, TN 37683	\$139.35/ton

Ed Evans