



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, SEPTEMBER 5, 2023
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a resolution to Coach Tommy Crump and the Ravens Baseball 12u Team upon their winning the Summer Corn Belt Classic held in Dyersville, Iowa on July 28–30, 2023. The Ravens Baseball 12u Team is the first team from North Carolina to win the special tournament Field of Dreams Baseball Factory Dreams Experience. The game was played on the actual movie field of *Field of Dreams*.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, August 15, 2023 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council Meeting of Tuesday, August 15 as reviewed by the City Attorney, City Council and City Manager.
- C. Minutes: Approval of the minutes of the Committee of the Whole Meeting of Tuesday, August 22, 2023 as submitted.
- D. Amended; Sewer Access Agreement: Staff recommends City Council approval of the amended Sewer Access Agreement between Piedmont Natural Gas Company, Inc. and the City of Lenoir to allow for sewer cleaning activities and sewer repair activities to be added to the agreement as requested by Piedmont Natural Gas Company, Inc.
- E. Application; LAPP Funding Program for EB-5806 Hospital Avenue Sidewalk Project: Staff recommends City Council endorse the application for the Locally Administered Project (LAPP) funding program in the amount of \$1,640,000 and commit to a 20% overall cash match of \$410,000 (\$200,000 of that funded during the initial 2015 LAPP application) for the EB-5806 Hospital Avenue Sidewalk Project by adopting the submitted resolution.
- F. Resolution; Water System Asset Inventory & Assessment Grant Acceptance Resolution: Staff recommends approval of the proposed resolution accepting the grant offer in the amount of \$200,000 from the Division of Water Infrastructure and making the applicable assurances contained therein.
- G. Resolution; Wastewater System Asset Inventory & Assessment Grant Acceptance Resolution: Staff recommends approval of the proposed resolution accepting the grant offer in the amount of \$200,000 from the Division of Water Infrastructure and making the applicable assurances contained therein.

- H. Resolution; Ravens Baseball 12u Team: Approval of the resolution presented to the Ravens Baseball 12u Team in honor and recognition of their winning the Summer Corn Belt Classic held in Dyersville, Iowa on July 28–30, 2023 as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The Lenoir Tourism Development Authority (LTDA) will meet on Thursday, September 7 at 4:00 p.m. at City Hall, Third Floor Conference Room.
2. The annual Sculpture Festival is scheduled for Saturday, September 9 from 9:00 a.m. – 4:00 p.m. at the T.H. Broyhill Walking Park.
3. The City/County Services Committee will meet on Monday, September 11 at noon.
4. The Economic Development Advisory Committee (EDAC) will meet on Tuesday, September 12 at 8:15 a.m. at the Foothills Regional Airport Authority facility.
5. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, September 14 at 6:00 p.m. at City Hall, Third Floor Conference Room.
6. NCDOT's Fall Litter Sweep begins on Saturday, September 16 through Saturday, September 30. Additional information is available at www.ncdot.gov/littersweep.
7. The Parks and Recreation Advisory Board will meet on Monday, September 18 at 6:00 p.m. at Mulberry Recreation Center.
8. The City of Lenoir's Employee Litter Sweep will be held on Wednesday, September 20 from 9:00 a.m. until 1:00 p.m. A rain date has been set for Wednesday, September 27.

B. Items for Council Action

1. Bid Award; Lenoir Gateway Sign Project: Based on the available funding and Carolina Bomanite Corporation's past experience, Staff recommends City Council approval to award the contract in the amount of \$382,325.00 for the Lenoir Gateway Sign Project to Carolina Bomanite Corporation for the construction, grading, installation, electric/lighting and landscaping of the Lenoir Gateway Sign Project as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT



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

***Congratulations to Ravens Baseball 12U
on Winning the Field Of Dreams 2023 Summer
Corn Belt Classic***

WHEREAS, Ravens Baseball is a nonprofit team based out of Lenoir, North Carolina, and their home field is Chester Park, located at 712 Lincoln Lane, Lenoir; and

WHEREAS, Head Coach and Owner Tommy Crump and wife Mendy Crump created Ravens Baseball Team in 2019 to provide more opportunities to local boys to play travel baseball; and

WHEREAS, Ravens Baseball currently offers 8U, 9U, 10U, 11U, 12U, and 13U teams for children in the region with players from Alexander County, Burke County, Caldwell County, Watauga County, and Wilkes County; and

WHEREAS, Ravens Baseball 12U won the Baseball Factory Iowa Dreams Experience: Summer Corn Belt Classic held July 28-30, 2023, in Dyersville, Iowa, on the actual Field of Dreams used in the movie *Field of Dreams* released in 1989 starring Kevin Costner; and

WHEREAS, Ravens Baseball 12U is the first 12U team from North Carolina to win the tournament; and

WHEREAS, the boys played fantastic baseball during the tournament going undefeated 5 and 0 against teams from around the Midwest, slugging 60 hits, batting .508 as a team, with 6 home runs, and stellar pitching performances for a combined 1.183 earned run average, and outscoring their opponents 51 to 12; and

WHEREAS, every Ravens 12U player made contributions to the team's success, and the team finished the season with an outstanding overall record of 39 wins to 7 losses; and

WHEREAS; the Ravens 12U Team members are Collin Brown, Eric Crisp, Mason Crisp, Aaron Crump, Carson Crump, Kayden Estes, Brant Gryder, Carter Hedrick, Westen Hinchler, Emmett Nelson, Cooper Riley, Evan Taylor, and Quinn Woods along with Head Coach Tommy Crump, Coach Joseph Gryder and Coach Chris Riley.

NOW THEREFORE BE IT RESOLVED, I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir City Council, **do hereby highly commend and congratulate the Ravens Baseball 12U Team** on winning the Baseball Factory Iowa Dreams Experience: Summer Corn Belt Classic July 28-30, 2023, and wish the team and players much success in the future and many more championship wins.

This the 5th day of September 2023.



SEAL

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

Joseph L. Gibbons, Mayor



**LENOIR CITY COUNCIL
TUESDAY, AUGUST 15, 2023
6:00 P.M.**

- PRESENT:** Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens, City Manager Scott Hildebran, and City Clerk Shirley Cannon.
- ABSENT:** Councilmember Kent Greer, Economic Development Director Kaylynn Horn and Planning Director Hannah Williams.
- VIA ZOOM:** City Attorney Timothy Rohr participated in the Council meeting and closed session via Zoom.
- CITY STAFF:** In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Interim Planning Director Ed Evans, Parks & Recreation Director Phil Harper, Public Services Director Radford Thomas, Public Utilities Operations Manager Jeff Church, Public Works Operations Manager Jon Hogan, Downtown Event Coordinator Matthew Anthony and Communications Director Joshua Harris.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- B. Mayor Gibbons asked everyone to keep Genoise Greer, Mother of Councilman Kent Greer, in their thoughts and prayers as Mrs. Greer is currently in hospital.

**CONGRATULATIONS; GARRETT
& HANNAH WILLIAMS:**

- C. On behalf of City Council, Mayor Gibbons extended congratulations to Hannah Williams, Planning Director and her husband Garrett upon the birth of their daughter Maris Rose Williams.

**COMMENDED; PARKS &
RECREATION STAFF:**

- D. On behalf of City Council, Mayor Gibbons, commended Lester Whittington, MLK Center Director, Robin Scott, Assistant MLK Director, Phillip Harper, Recreation Director along with other City Staff for all of their hard work in planning the successful Harambee Festival that was held from August 5 through August 11 at the MLK Center. Mayor Gibbons stated it was a great week with different events scheduled throughout the week. The Harambee Festival is the longest running festival in Lenoir and will celebrate its 50th Anniversary in 2024.

**SPECIAL RECOGNITION; FIREFIGHTER OF THE YEAR
& POLICE OFFICER OF THE YEAR:**

E. The Dysart Kendall American Legion Post 29 recognized the Firefighter of the Year and the Police Officer of the Year as selected by their peers. Mr. Irv Eurto, Historian and Past Commander, stated he was honored to present these awards and to express the American Legion's gratitude not only to these individuals for their selfless service, but also to the Departments for their general excellence and all they do to make the community a safer place. Other Post 29 members in attendance were First Vice-Commander Wesley Woods, Commander Joe Osborne, and NC American Legion Division 5 Commander and Chaplain Wayne Mihelich. Mr. Eurto stated he was pleased to give the Fire and Police departments the opportunity to select an individual that meets the criteria for the award. Mr. Eurto stated the Emergency Management System is our first line of defense and this recognition helps create awareness in the community.

In addition, Mr. Eurto stated the four pillars of the American Legion are Veterans Affairs & Rehabilitation, National Security, Americanism and Children & Youth. He remarked that national security begins with local security.

**FIREFIGHTER OF THE
YEAR:**

F. Fire Chief Norman Staines introduced Roger Whisnant as Firefighter of the Year and shared they attended high school together and completed their fire training together. Chief Staines stated Roger began his career as a volunteer firefighter in 1995 and was employed by the City of Lenoir in 2001. Chief Staines stated Roger currently serves as a Captain at Station No. 2 and is a mentor to his co-workers. Chief Staines reported Captain Whisnant constantly strives to improve himself and the department. He also works as one of the fire investigators for the City and helps with training and procedures to improve not only his skills, but also those he leads. He stated that Captain Whisnant is currently pursuing his degree from Catawba Valley Community College in Fire Protection Technology.

Chief Staines also shared that community service plays a vital role in Captain Whisnant's life and commented he works with the younger members of the department to help them improve their skills not only as firefighters, but to be better people and future leaders themselves. In addition, he helps teach emergency training at various fire departments in Caldwell and Wilkes Counties.

Chief Staines pointed out Captain Whisnant is involved in sports and enjoys coaching. He currently helps coach the basketball team for the Happy Valley Optimist and is a bus driver for the Hibriten High School sports teams as well as an announcer for the Hibriten High Schools girls' softball team. He and his wife Paula have two children Hayden and Savannah, and live in the Yadkin Valley community. They attend Piney Grove Baptist Church where he serves as a Sunday school teacher.

Captain Whisnant thanked his family, City Council, Chief Staines and his co-workers for all of their support. He remarked he thinks highly of them and always tries to do his best.

POLICE OFFICER OF**THE YEAR:**

- G. Police Chief Brent Phelps thanked the American Legion for helping our agencies and for the support from the community. Chief Phelps accepted the Police Officer of the Year award on behalf of Senior Detective Jason Parker who was unable to attend due to a recent health issue.

Chief Phelps stated Officer Parker served in the Navy for eight years and began his career with the Police Department in 2003 and has worked in various positions. Chief Phelps stated Officer Parker's current position is Senior Detective and noted he works on white collar crimes and has served on two task forces.

Chief Phelps stated that Officer Parker will be recognized at a later day.

**SPECIAL RECOGNITION; NAMING OF
PORTION OF GREENWAY:**

- H. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Mrs. Kaye Rash naming a portion of the Lenoir Greenway in memory of her spouse and former City of Lenoir employee, Rick Rash. Mr. Rash was employed with the City of Lenoir for 36 years in the Parks and Recreation Department as a Recreation Specialist.

Mayor Gibbons stated the greenway loop beginning at the northernmost parking lot on Zacks Fork Road running south to Powell Road and returning north along the gravel path by the Lenoir Aquatic & Fitness Center will be officially named as the "Rick Rash Trail."

Mayor Gibbons shared Rick loved children and taught numerous kids how to swim and about nature. Mayor Gibbons remarked Rick would be greatly missed by everyone and City Council was proud to honor him.

In addition, Mayor Gibbons recognized Sam Sturgis, retired City of Lenoir Recreation Director, who was in attendance at the meeting. Mayor Gibbons thanked Mr. Sturgis for all he did for the City of Lenoir during his 30+ year tenure.

Mr. Sturgis stated it was an honor and a pleasure to represent the Recreation Department during this recognition event for Rick Rash. Mr. Sturgis stated he worked with Rick when he began his career with the City of Lenoir and noted he was an outstanding person who enjoyed working in the community. Mr. Sturgis thanked City Council for all they do for the Parks & Recreation Department.

In addition, Mayor Gibbons stated Rick was a founding member of Caldwell County Pathways and recognized all of the members of Pathways that were in the audience. Jack Brown with Pathways thanked City Council for their recognition of Rick. Mayor Gibbons shared that Rick continued to serve on the Pathways Board even after he became ill. He stated it was appropriate to recognize him and thanked Recreation Director Phillip Harper and Public Works Operations Manager Jon Hogan for their part in having the sign made for the greenway.

Mayor Gibbons also presented Mrs. Rash with a copy of the sign designating the trail as described in the resolution as the "Rick Rash Trail" which will be placed

along several areas of the greenway. Mrs. Rash was very appreciative and thanked City Council for the recognition and support of Rick.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the minutes of the City Council Meeting of Tuesday, August 01, 2023 as submitted.
- B. Authorizing Resolution; NCDEQ: Staff recommends approval of the proposed resolution authorizing the City Manager and Finance Director to execute and file the Lead Service Line Identification and Replacement Grant application with the NC Division of Water Infrastructure for Assistance for Lead Service Line Identification Inventory and to construct, plan or conduct a study of the needs in the community regarding lead service line replacements. Note: The grant will provide funding up to \$500,000 and no match is required by the City. This application will also assist in meeting new EPA requirements regarding lead service line replacements. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 227-229.)
- C. Resolution; Naming Portion of Greenway: Staff recommends approval of the resolution naming a portion of the greenway in memory of Rick Rash who worked for the City of Lenoir in the Recreation Department for 30 years. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 230.)

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to adopt items on the Consent Agenda as described above and as recommended by City Staff.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

SOUTHERN SUNDOWN

- 4 MILER RACE:** 1. The annual Southern Sundown 4 Miler race will be held on Saturday, August 19 beginning at 7:00 p.m. in downtown Lenoir and is sponsored by Liquid Roots.

COMMITTEE OF THE

- WHOLE:** 2. The Committee of the Whole will meet on Tuesday, August 22 at 8:30 a.m. at City Hall, Third Floor Conference Room.

FOOTHILLS REGIONAL

AIRPORT AUTHORITY:

3. The Foothills Regional Airport Authority will meet on Wednesday, August 30, 2023 at noon at the airport facility.

CAROLINA TATTOO & ARTS GATHERING:

4. The Carolina Tattoo & Arts Gathering will be held on Friday, September 1 through Sunday, September 3. The event is hosted by Carolina Distillery in downtown Lenoir.

CRUISE-IN: 5. A Cruise-In event will be held on Saturday September 2 beginning at 3:00 p.m. in downtown Lenoir.

HOLIDAY CLOSING: 6. City offices will be closed on Monday, September 4 in observance of Labor Day.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED SESSION: A. Pursuant to N.C.G.S. §143-318.11(a),(4) and upon a motion by Councilmember Stevens which unanimously carried, City Council entered into closed session to discuss economic development.

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

IX. REPORT AND RECOMMENDATIONS OF THE MAYOR

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:52 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

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**RESOLUTION BY THE CITY OF LENOIR FOR
FALL 2023 DIVISION OF WATER INFRASTRUCTURE
LEAD SERVICE LINE IDENTIFICATION AND REPLACEMENT**

WHEREAS, The City of Lenoir has need for and intends to construct, plan for, or conduct a study in a project described as the City of Lenoir Lead Service Line Inventory Project, and

WHEREAS, The City of Lenoir intends to request State loan and/or grant assistance for the project.

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

That the City of Lenoir, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement (if required) a provision authorizing the State Treasurer, upon failure of the City of Lenoir to make a scheduled repayment of the loan, to withhold from the City of Lenoir any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project.

That Scott Hildebran, City Manager and/or Donna Bean, City Finance Director, the **Authorized Representatives** and successors so titled, are hereby authorized to execute and file an application on behalf of the Applicant with the State of North



Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Representative, and successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 15th day of August 2023 at Lenoir, North Carolina.

SEAL



Joseph L. Gibbons, Mayor

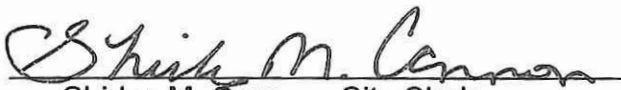
ATTEST:



Shirley M. Cannon, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir, NC 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 State of North Carolina, as regularly adopted at a legally convened
meeting of the City of Lenoir, City Council duly held on the 15th day of August 2023; 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 15th day of August 2023.


Shirley M. Cannon, City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL



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
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R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

Proclamation Honoring Rick Rash and Naming "Rick Rash Trail"

WHEREAS, Richard James Rash, was born and raised in Lenoir and Caldwell County and gave many decades of service to his family, friends, neighbors, and community; and

WHEREAS, Richard, better known as Rick, was a faithful employee of the City of Lenoir serving 36 years from 1967 to 1970 and 1972 to 2004 as a Recreation Specialist, Recreation Supervisor, and Lenoir Aquatic & Fitness Center Supervisor; and

WHEREAS, Rick was a proud veteran of the U.S. Army and served eight years with the American Red Cross; and

WHEREAS, during this three decades of service in recreation, Rick taught unknown numbers of local children how to lifeguard, how to swim, and how to safely enjoy aquatic activities; and

WHEREAS, Rick was a founding member of Caldwell County Pathways and was an active member of the Pathways Board of Directors from its inception serving until his passing in January this year; and

WHEREAS, during his tenure on the Board, Pathways helped expand trail opportunities in Lenoir and Caldwell County and worked to promote outdoor activities and health and wellness opportunities for the community; and

WHEREAS, Rick was loved and respected in Lenoir and the community and was known as always being kind, generous, helpful, friendly, and caring.

NOW THEREFORE, I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council, do hereby proclaim that the greenway loop beginning at the northernmost parking lot on Zacks Fork Road running south to Powell Road and returning north along the gravel path by the Lenoir Aquatic & Fitness Center be officially named as

"Rick Rash Trail"

In honor and remembrance of Rick's dedication and service to the Lenoir Aquatic & Fitness Center, the City of Lenoir, Caldwell County Pathways, and to his devotion to the community and people he loved.

This the 15th day of August 2023.

SEAL


Joseph L. Gibbons, Mayor



**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, AUGUST 22, 2023**

8:30 A.M.

Present: Mayor Joe Gibbons, Jonathan Beal, Kent Greer, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens.

Absent: Mayor Pro-Tem Crissy Thomas, Economic Development Director Kaylynn Horn and Planning Director Hannah Williams.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, Ed Evans, Interim Planning Director, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Police Chief Brent Phelps, Police Major Andy Wilson, and Communications Director Joshua Harris.

I. Mayor Joe Gibbons welcomed everyone and called the meeting to order.

II. Citizen Comments

A. There were no citizen comments presented at this time.

III. Committee Items:

- A. Update; Public Services: Radford Thomas, Public Services Director, reported he met with representatives of Freeze & Nichols last week and reported the Lead & Copper study has a deadline date of October 2024.
- B. Update; Brownfields Project: Director Thomas introduced Greg Icenhour, Mid-Atlantic Associates, Inc. who presented an update on the City's Brownfields project. Mr. Icenhour stated the City was awarded its second U.S. EPA Brownfield Assessment Grant in the amount of \$500,000 and pointed out the City has acquired \$800,000 total of U.S. EPA Brownfield Assessment Grant funding. He stated the grant capitalizes on the successful implementation of the City's first Brownfield Assessment grant. The current grant awarded in 2022 runs through September 2026.

A brief discussion was held regarding the American Efird property which is comprised of around 12 acres. Mr. Icenhour shared there have not been any immediate inquiries about the site and clarified Phase I and Phase II Environmental Site Assessments have been completed on the property.

Other project highlights of the Brownfields project include the following:

- Completed the assessment of the City-owned former Broyhill Furniture site begun under the initial grant. The NCDEQ is currently preparing a North Carolina Brownfield Agreement to facilitate site redevelopment.

- Completed asbestos and lead-based paint inspections of City-owned former LHS Gymnasium, Auditorium & Band buildings.
- Funded completion of the former J.M. Bernhardt Mill Phase Environmental Site Assessment, currently being developed as Steele Box into 65 apartment units.
- Currently working to identify additional properties that may be desirable for redevelopment.
- Also working with the City Attorney on the old City landfill.

C. Update; Public Works/Public Utilities

D. Public Utilities Operation Manager Jeff Church reported on the following items:

Mueller Update: 8/4/23: Eric: Mi-Net sunseting letter was released on Monday, 8/7/23. Effective 10/9/23, Mueller Water Products will discontinue access to the Mi.Host User Interface. Good progress made in Sentryx in billing. There are about 700 meters still needing firmware updates. Mueller is trying to update over air to keep from having to have boots on ground to facilitate future updates.

1. **Asset Inventory and Assessment Grant (ARPA & SRP):** 7/31/23: We received feedback from Matthew Rushing with NCDEQ on Friday, 7/28/23. Requested revisions were completed and submitted the adjusted timeline/budget is:

Section 3: Itemized Tasks

- Issue, receive, and review a RFQ for engineering services.
- Negotiate and sign engineering contract
- Project scope, timeline, and estimated costs

Milestone	Estimated Timeline	Estimated Budget
Preliminary work and site visits	September 2023 – December 2023	\$30,000
Sewer system and WWTW asset inventory	December 2023 – June 2024	\$80,000
Sewer asset assessment and scoring	July 2024 – November 2024	\$50,000
Sewer Capital Improvement Plan (CIP)	November 2024 – January 2025	\$10,000
Sewer Asset Management Plan (AMP)	November 2024 – July 2025	\$30,000
Total Budget		\$200,000

- Submit to DWI project progress updates (minutes, agendas, or summaries of meetings) at least every two months or with each reimbursement request.
 - Submit to DWI both the Draft and Final deliverable for review.
2. **Freeze and Nichols Facilities Assessment Project:** 8/22/23: A draft facilities assessment was emailed for comments on June 12. Project is ongoing.
3. **Freeze and Nichols Lead and Copper Inventory Project:** 8/17/23: Engineering team met onsite to discuss progress and to introduce an app to use to conduct the inventory. Engineering team and city staff went on location to identify and inventory sample service lines on Beall St.

ACTION ITEMS			
WHAT	WHO	WHEN	STATUS
1. Send an updated PDG map of meter locations and parcel data	FNI (Isabella)	ASAP	Complete
2. Assess and send Lenoir's version of spatial meter data	Lenoir (Derek)	ASAP	In Progress
3. Edit the Field Inspection App: • Designate the material as non-lead for service lines located on parcels with construction dates after 1988 • Set service line inventory features to be un-editable by field crew users if they are installed after 1988 • Set service line inventory features to be un-editable by field crew users if they are installed after 1988	FNI (Kat)	ASAP	In Progress

- Set service line inventory features to be un-editable by field crew users if the field inspection has been completed - Make the Photo Attachment mandatory - Add a drop-down question for the field crew user to select what inspection method was used to identify material and if the meter needs to be re-visited (as a potholing or representative sampling candidate)			
4. Provide feedback on the Field Inspection App functionality	Lenoir	Continuous	In Progress
5. Draft a schedule for field inspection activities from September 2023 – August 2024 with the goal to field verify all service lines with unknown material	FNI (Isabella)	By End of August	In Progress
6. Send a map of Lenoir's water system with areas where Lenoir is confident of service line material	Lenoir (Derek)	ASAP	In Progress
7. Review areas of know service line material and draft an affidavit to present to NCDEQ for approval	FNI and Lenoir	By 9/13/23	Pending Task 6
8. Select two subdivisions (one in Lenoir and one in Hudson as representative sampling examples and recommend homes for Lenoir to verify service line material at	FNI (Isabella)	ASAP	In Progress
9. Conduct field inspections at the selected homes at the representative sampling example subdivisions	Lenoir	By 9/13/23	Pending Task 8
10. Forward the September progress meeting (Wednesday September 13 th at 2 PM) to Josh	Lenoir (Jeff)	By 9/13/23	In Progress
11. Send the signed resolution for funding to FNI	Lenoir	ASAP	In Progress

4. **Finley Water Project:** 8/18/23: City staff, upon the recommendation of McGill, conducted exploratory excavations on the left hand side of the site, at the location of the old plant to determine the viability of tank location. Staff uncovered a concrete slab buried at 10 ft. McGill is still evaluating the appropriate tank location. 7/31/23: City staff, upon the recommendation of McGill Engineering, request a 2-month time extension for all project milestones due to pending geotechnical results and to enable existing conditions plans to be updated before finalizing water line layouts.

Current and proposed deadlines are summarized in the table below.

Milestone	Current Deadline	Proposed Deadline
Bid-and-Design Package Submittal (all permits obtained)	August 1, 2023	October 2, 2023
Bid-and-Design Package Approval	December 1, 2023	February 1, 2024
Advertise Project, Receive Bids, Submit Bid Information, <i>and</i> Receive Authority to Award	April 2, 2024	June 3, 2024
Execute Construction Contract(s)	May 1, 2024	July 1, 2024
Receive Last Reimbursement (Statutory, not extendable)	December 31, 2026	December 31, 2026

5. **Crossroads Sewer Project:** 8/11/23: McGill is still working with contractor on the final pay application to close out the document. The missed manhole, located in the east bound lane, towards Hibriten, approximately at the driveways to the car wash and Jason's Mart, was not part of the project scope. We are waiting for more information.

D. Update; Public Works Operation Manager Jon Hogan gave the following report:

Projects:

1. Hospital Avenue Sidewalk Project – Met with Wetherill and Duke Energy on-site to walk the URA. Tree work will begin within the next two weeks followed by the utility relocation. Pre-bid meeting scheduled with NCDOT on Friday August 25th. Application for Supplemental LAPP funds has been submitted to WPCOG.
2. 1003 Pennell St. Culvert: Based on current insurance claim, we asked Freese and Nichols to take a look at the issue and provide some repair options. They have provided us with 2 phases/options. Option 1 for flood study and preliminary analysis and recommendations for \$46,833 and Option 2 for full, design and administration for \$89,127. Based on the location of the home in reference to the flood plain and the pipes direct outfall this isn't a problem that repairing the culvert pipe will fix completely. However we do feel that we should begin with Option 1.
3. Smith Crossroads Sign- Project is currently in active bid. Bid opening on Wednesday 8/23. We should have at least 1 bid. We may need to do some in-house tree and vegetation removal prior to construction.
4. Arrowood Paving- We received some comments and concerns with the condition of Arrowood road at the intersection of Hibriten High School. The road has several washboards and potholes that had been patched and failed numerous times making travel unsafe. We worked with contractors to overlay a 1 ½" cap from the Arrowood Bridge to the Hibriten intersection.

IV. Community Development

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, August 10, 2023. Minutes of the Minutes of the June 22, 2023 meeting are submitted as information. Donna Bean, Finance Director presented a report of the meeting.

Director Bean stated LTDA approved a request by the Caldwell Arts Council for \$5,700 for the Sculpture Festival to help with marketing and \$4,800 for the Tucker's Outdoor Sculpture Gallery for installations and de-installations. In addition, they approved a request by the Carolina Tattoo and Arts Gathering for \$2,500 along with a request by the Martin Luther King, Jr. Center (MLK) for \$2,000 to assist with the 5th Annual Music Festival.

Director Bean also stated Karin Davidson, owner of the Highland Thistle Bed & Breakfast has been appointed to serve a term on the LTDA.

- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board did not meet in August. The next meeting is scheduled for Thursday, September 14 at 6:00 p.m.
1. DRL Group Update on Downtown Master Plan: Matthew Anthony, Downtown Event Coordinator, introduced Andrew Gale, Project Manager, who was present at the meeting and Yogesh Saoji, Planning and Urban Design Lead and Christina Kruse, Market Analysis and Engagement Lead who participated in the meeting via Zoom.

Mr. Saoji and Ms. Kruse reviewed a power point of the Downtown Master Plan. (A copy of the plan is on file in the Planning Department.)

Mr. Saoji said they have been working on the plan eight months and their goal is to receive feedback from City Council on the draft plan recommendations. The Downtown Master Plan Goals are:

- a) Action-oriented and comprehensive 10-year plan inclusive of the rehabilitation of The Campus.
- b) Achievable plan with attainable goals.
- c) Guide City investments toward strategic infrastructure and public spaces.
- d) Spur additional investment in Downtown housing, commercial development, culture, and retention.
- e) Examine trends that impact development patterns in the community including The Campus.
- f) Collaborate with stakeholders and the Advisory Committee.
- g) Continue to build on previous success and ongoing initiatives.

Mr. Gale reviewed the recommendations which are to connect the neighborhoods to downtown and to connect Ashe Avenue and Boundary Street to downtown. Discussion centered on parking, smaller businesses, and the proposed extension of the courthouse. He further suggested putting a park behind Fire Station No. 1 downtown.

Next, Mr. Gale cited the four proposed downtown districts which are: 1) West District (includes The Campus), 2) North District, 3) Downtown District, and 4) South District (Mulberry Street Mixed-Use District.) He stated for now the City has sufficient parking and noted the proposed plan would be implemented in phases. Mr. Gale also stated the plan needs community outreach and engagement which will include focus groups, workshops, and stakeholder interviews. A copy of the proposed plan will be available on the City's website.

In addition, Mr. Gale reviewed what each District would include and shared they are proposing a Gateway Park, Harper Avenue Park, Community Park along with open space improvements plus an entertainment pavilion at The Campus.

Mr. Gale discussed policy and capacity which includes capacity building, economic development, arts & culture, land use & zoning and other ordinances. He explained the Downtown Main Street Program, with increased capacity, would operate & manage The Campus, Coordinate with Parks & Recreation and Public Works, as well as support downtown programming, outreach, operations and maintenance.

Councilmember Stevens asked about the greenway being closed to through traffic. Mr. Gale said some areas along the greenway are narrow and they would encourage foot traffic. He stated plans have not yet been finalized and they would be having more discussion to receive additional public comments. Mr. Gale reiterated the plan would be implemented in phases.

On behalf of City Council, Mayor Gibbons thanked Mr. Yogesh Saoji, Ms. Christina Kruse and Andrew Gale for the good report.

- C. Planning Board: The Planning Board did not meet in August. Ed Evans, Interim Planning Director presented a report of current projects.
1. Expansion; Apartment Complex: Interim Director Evans reported an apartment complex currently has 98 apartments and a Special Use Permit (SUP) would allow them to build up to 170 units. He stated a developer in North Carolina has inquired about building 2-36 unit apartment buildings which are considered market rate housing.
 2. Oil Change Service Company: The Planning Department has reviewed an application as submitted by an oil change service company and forwarded it to Caldwell County for permitting.
 3. Day Care Center: City Staff reviewed plans of a day care center and are currently waiting on a permit application to be submitted.
 4. A car wash may be constructed at the former Fatz restaurant location. The company is located in Greenville, SC. Also, another company has inquired about locating a car wash beside of Mavis Tire Company.
 5. The City has abated a structure located at 712 Hillcrest Street and will be abating another on College Avenue.

Director Evans reported that David Coffey, Bob Teague and he reviewed downtown buildings and eight have been flagged. All of these eight buildings are occupied. A brief discussion centered on cracks on the outside of some of the buildings. These buildings will be reported to Caldwell County Building Inspections.

- D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, August 21. Recreation Director Phil Harper gave the following report:
- * Met with Sheila Brady on July 31 to discuss the dredging of the pond at the Broyhill Walking Park. Mountain Crest will be performing the work which will take around two weeks. This project will be completed after the Sculpture Celebration on September 9.
 - * Met with Risk Manager David Coffey at the Aquatic & Fitness Center to discuss changing tables along with other renovations at the Center. PARTF funding may be used for this project.
 - * The Harambee Festival was a huge success and well attended.
 - * Thanked City Council for the memorial for Rick Rash.
 - * Fall baseball signups began July 1st through the middle of August.
 - * Commended Julianna, Administrative Assistant, at Mulberry Recreation Center for the great job she is doing.
 - * Moving Soccer field #9 to Wilson Field for the Fall 2023 Season.
 - * Building Maintenance has been working on a list of items at Mack Cook Stadium.

1. LHS Campus, Piano Donation and Surplus Resolution for old Piano: Pursuant to N.C.G.S. §160A-270(c), Staff recommends approval of a resolution Authorizing the Sale of Certain Personal Property at Electronic Auction as submitted.

A copy of the authorizing resolution is attached to these minutes as information.

Finance Director Bean stated the surplus piano would be placed for sell on GovDeals.com. Councilmember Beal explained the daughter of the late Patsy Hollar donated a six-foot baby grand piano in memory of her mother. He stated this piano would last between 30 to 40 years. Also, he pointed out it would be cost prohibitive to try and restore the current piano.

Motion

Upon a motion by Councilmember Beal, City Council voted 4 to 0 to adopt the surplus resolution Authorizing the Sale of Certain Personal Property at Electronic Auction as submitted.

VI. Finance and Administration

- A. July Financial Summary: Director Bean reviewed the Financial Summary as of July 31, 2023. The over/under balance in the General Fund is \$ 9,960,370.34, Downtown District \$2,506.73 and Water & Sewer Fund \$370,186.83.

A copy of the July Financial Summary is attached to these minutes as information.

Director Bean stated the City's financials are where she anticipated them to be and they are on target for the year. She stated they are in the process of closing out last year's budget.

- B. Job Descriptions: Based on input from the Department Heads, Staff recommends the following job description changes to be effective on September 3, 2023.
1. Customer Service Rep. to Information Technology Network Specialist
 2. Planning Tech. to Planning Tech/Deputy City Clerk
 3. Administrative Assistant – HR to Human Resources/Benefits Analyst
 4. MPO to Corporal

A copy of the recommendations is attached to these minutes as information.

Finance Director Bean read each recommendation and explained the duties of each position. She stated the four position changes would cost \$21,000 and shared there is available funding in the General Fund budget from a recent retirement and other line items to cover the cost.

Motion

Upon a motion by Councilmember Perkins, Council vote 4 to 0 to adopt the job description recommendations as presented by Finance Director Bean. These job descriptions will become effective on September 3, 2023.

- C. Update; Public Communications: Joshua Harris, Public Information Officer, presented the Communications Report for the month of July. Director Harris reported there were 7 news releases, 576 photos, 2 videos, 128 social posts, 47 questions & answers and 10 e-sign ups. The website's social reach is 48,150 along with 3,817 video views.

VII. Public Safety

- A. Update; Police Department: Brent Phelps, Police Chief presented the Quarterly Report for April, May & June 2023 as information.

Chief Phelps stated the Department was currently working on several projects and gave an update on personnel. He remarked that five new officers were in training and he is waiting on their paperwork from the state. In addition, he shared he met with the NC Leadership Staff in May.

- B. Update; Apprenticeship Program: Major Andy Wilson gave an overview of the program and stated Apprenticeship NC provides the following for participants:

- On-the job learning & related classroom instruction
- Proven programs build talent pipelines
- Reduced turnover & heightened loyalty
- For businesses of all sizes
- Reduced search & recruitment costs
- Works across many industries
- Training supported by local community colleges

Major Wilson stated this hybrid model is a two-year program where participants can earn a degree. The program also provides a grant funding source to assist with tuition if applicants wish to continue their education. Major Wilson explained participants are allowed \$2,000 per apprentice for education and a \$2,000 one-time award for an employer is available for onboarding & training. He shared that six Lenoir officers are enrolled for the program and will start when state funding becomes available. Major Wilson pointed out this is an opportunity for the Department to promote individuals plus apply for incentives. He remarked having an apprenticeship would also help with retention of staff.

C. Update: Fire Department: Norman Staines, Fire Chief presented the Quarterly Report for April, May & June 2023 as information.

1. Update: New Fire Truck: Chief Staines reported the new apparatus will be housed at Fire Station No. 2 and Staff will be adding equipment to it today. The truck has a 1,000 gallon tank which will be beneficial and he mentioned a dedication ceremony would be held in the near future.

In addition, Chief Staines reported a recent house fire resulted in one fatality. He stated the Department may possibly conduct a smoke detector canvas in neighborhoods and contact the state regarding restarting the smoke detector program.

Mayor Gibbons shared that 21 people attended the CPR class conducted by the Fire Department and commended everyone for doing a great job. Mayor Gibbons further shared that tickets are still available if anyone wishes to purchase a tile and decorate it to be placed on the new clock tower in the near future. Also, it was noted that David Coffey has located a vendor to replace the clock located on the outside of the downtown Fire Department building for less than \$1,000.

VIII. OTHER

A. The September calendar was provided in packet as information listing committee meeting and upcoming events.

IX. ADJOURN

There being no further business, the meeting was adjourned at 10:30 a.m.

Attachments

Authorizing Resolution for Surplus Piano

July Financial Summary

Job Descriptions

Tuesday, August 22, 2023
Minutes-Committee of the Whole



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

RESOLUTION AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY AT ELECTRONIC AUCTION

WHEREAS, NCGS 160A-270 (c) allows the City Council to sell personal property at electronic auction upon adoption of a resolution or order authorizing the appropriate official to dispose of the property at electronic auction; and

WHEREAS, NCGS 160A-270 (c) allows the City Council to conduct auctions of personal property electronically by authorizing the use or existing private or public auction service; and

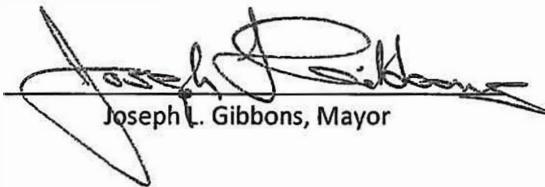
WHEREAS, the City Council of the City of Lenoir desires to dispose of certain surplus property of the City;

NOW, THEREFORE BE IT RESOLVED, by the City Council that:

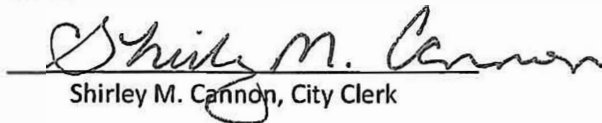
1. The property listed below hereto is hereby declared to be surplus to the needs of the City –
An approximately 80 year old, nine foot Knabe mahogany piano used by the LHS Music Department that needs rebuilding. (Pictures attached)
2. The City Manager or his Designee is authorized to sell said personal property at electronic auction.
3. The highest bid, if it complies with the terms of sale, may be accepted by the City Manager or his Designee and the sale consummated.

ADOPTED this the 22nd day of August, 2023.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



**City of Lenoir
Financial Summary
As of 7/31/2023**



Tuesday, August 22, 2023
Minutes-Committee of the Whole

General Fund					
	2023-2024 Budget	7/31/2023	% of Budget	Change from Previous Year	7/31/2022
Total Revenue	\$ 22,066,505.00	\$ 12,148,269.60	55%	\$ 408,599.48	\$ 11,739,670.12
Expenditures	\$ 22,066,505.00	\$ 2,187,899.26	10%	\$ 265,715.16	\$ 1,922,184.10
Over/Under	\$ -	\$ 9,960,370.34		\$ 142,884.32	\$ 9,817,486.02
Downtown District					
	2023-2024 Budget	7/31/2023	% of Budget	Change from Previous Year	7/31/2022
Revenues	\$ 236,900.00	\$ 15,305.95	6%	\$ 1,696.01	\$ 13,609.94
Expenditures	\$ 236,900.00	\$ 12,799.22	5%	\$ (7,258.19)	\$ 20,057.41
Over/Under	\$ -	\$ 2,506.73		\$ 8,954.20	\$ (6,447.47)
Water/Sewer Fund					
	2023-2024 Budget	7/31/2023	% of Budget	Change from Previous Year	7/31/2022
Revenues	\$ 10,726,980.00	\$ 815,026.41	8%	\$ (137,242.79)	\$ 952,269.20
Expenditures	\$ 10,726,980.00	\$ 444,839.58	4%	\$ (116,288.30)	\$ 561,127.88
Over/Under	\$ -	\$ 370,186.83		\$ (20,954.49)	\$ 391,141.32

Recommendation					
<i>Recommendation: Based on input from the Department Heads, staff recommends the following changes.</i>					
To Be Effective 9/3/2023					
Department	Current Title	Proposed Title	Recommendation	Current Grade	Proposed Grade
Job Responsibilities -Re-Organized - Change Pay Grade					
Finance	Customer Service Rep.	Information Technology Network Specialist	To reclassify a vacant position to better reflect the department's current needs.	14	28
Planning	Planning Tech	Planning Tech/Deputy City Clerk	To provide a back-up for the City Clerk Position.	29	30
Administration	Administrative Assistant - HR	Human Resources/ Benefits Analyst	To better reflect job responsibilities.	18	29
Police	MPO	Corporal	To reclassify a vacant position to better reflect the department's current needs with the addition of new SRO positions.	30	31

Tuesday, August 22, 2023
Minutes-Committee of the Whole

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve an amendment to the sewer access agreement with Piedmont Natural Gas Company, Inc. originally approved by council on May 2, 2023.

Background Information: The original access agreement did not allow Piedmont Natural Gas (PNG) to conduct sewer cleaning activities and sewer repair activities on the sewer system. Council from Duke Energy's Natural Gas Business Unit is requesting a written amendment to the agreement to allow for sewer cleaning activities and sewer repair activities to be added to the agreement. They strongly feel it is in the City's and PNG's best interests. These jetting services are crucial as they are used in case of leaves or other debris blocking the camera's clear view. The activities assist in helping PNG verify the absence of a cross bore.

- II. Staff Recommendation:** Staff recommends City Council approve the amended Sewer Access Agreement with Piedmont Natural Gas Company, Inc. as presented.

III.

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

SEWER ACCESS AGREEMENT
AMENDED

This amended Sewer Access Agreement ("Agreement") is made and effective this 5th day of September 2023 (the "Effective Date") by and between Piedmont Natural Gas Company, Inc. ("Piedmont"), and the City of Lenoir ("City"). Piedmont and City are each a "Party" and collectively, the "Parties".

WHEREAS, The City is the owner of certain sanitary sewer facilities located in Caldwell County ("Sewer System"); and

WHEREAS, Piedmont seeks consent to access the Sewer System to perform closed circuit video inspection, location survey activities, sewer cleaning activities, and sewer repair activities on the Sewer System and its natural gas facilities (the "Work") to mitigate risk and damage to natural gas distribution systems and sewer facilities; and

WHEREAS, The Parties have mutually agreed to enter into this Agreement in order to memorialize the specific terms of the access to the Sewer System by Piedmont.

NOW, THEREFORE, in consideration of the execution of this Agreement, and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) The City hereby grants to Piedmont, and Piedmont accepts from the City, a non-transferable, non-exclusive, right to access the Sewer System (including any City property upon which the Sewer System is located) solely to perform the Work by Piedmont and its employees, agents, and contractors (each a "Piedmont Party" and collectively, the "Piedmont Parties") and for no other purpose, subject to the Piedmont Parties' compliance with the terms and conditions set forth herein. The rights granted hereunder are solely for performance of the Work by Piedmont. No Piedmont Party shall access the Sewer System for any other purpose nor shall any Piedmont Party allow any other person or parties into the Sewer System without prior written consent from the City.

- a) Piedmont agrees that its rights to access the Sewer System shall at all times be subordinated to the City's right to use the Sewer System.
- b) No Piedmont Party shall (i) construct, alter, modify, relocate or remove any improvement in or on the Sewer System without the City's prior consent; (ii) disturb or interfere with the City's operations or use of the Sewer System, except as standard Work practices may reasonably require; (iii) damage any part of the Sewer System or any personal property owned or held by the City or its employees, agents or contractors; (iv) create or permit any liens to attach to the Sewer System; or (v) create or cause any sewer blockages, backups, spills, or accidental discharges.
- c) Any and all costs and expenses for all Work shall be the sole responsibility of

Piedmont. The City shall have no liability for any costs or expenses or any other costs and expenses of any Piedmont Party under this Agreement.

- d) Piedmont shall, at Piedmont's sole cost and expense, promptly restore or cause to be restored any portion of the Sewer System or City property damaged by any Piedmont Party. Repairs to the Sewer System shall be made in accordance with the City's design and construction standards and specifications effective at the time of the Work. Restoration shall be to approximately the same condition that the Sewer System or property was in immediately prior to the Work. Nothing herein shall prevent Piedmont from using contractors or subcontractors to fulfill its repair obligations contemplated in this Section l (d) or elsewhere in the Agreement. If requested by Piedmont, City shall promptly provide a list of contractors which it uses to perform the applicable repair or restoration tasks.
 - e) For clarity, the Work will be performed with the goal of identifying damage to Piedmont's natural gas facilities and any damage to the Sewer System directly caused by the boring of natural gas lines. Piedmont shall make a reasonable effort to report to the City any open and obvious problems observed within the Sewer System; provided, however, Piedmont shall be under no obligation to identify or report to the City any damages to the Sewer System which are not of a nature that could be reasonably related to the Work or to natural gas line boring and shall not be liable or responsible for failing to discover or report any such issues.
- 2) The initial term of this Agreement shall be for five (5) years from the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms. Either party may terminate this Agreement without cause at any time, upon at least sixty (60) days written notice.
 - 3) During the term, Piedmont shall maintain adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or a program of self-insurance, and any other insurance required by law.
 - 4) All Work undertaken in or on the Sewer System by any Piedmont Party shall be performed in a workman like manner and in accordance with applicable laws. Piedmont shall be responsible for obtaining all necessary permits and approvals applying to such Work.
 - 5) Piedmont shall keep all content, results, and products of the Work and any other information regarding the City's operations obtained or observed while accessing the Sewer System confidential and will not disclose the same to any third parties, without the prior written consent of the City, except such information may be disclosed (i) to the officers, directors, employees, contractors and agents of Piedmont who need to know such information for the purpose of performing or evaluating the Work or (ii) as required by law.
 - 6) Piedmont shall indemnify and hold the City harmless from any and all liabilities, damages, losses, claims, expenses, suits, costs or demands (collectively, "Claims"), that the City may

sustain or incur to the extent caused by the actions or omissions of the Piedmont Parties, except to the extent such Claims arise out of the negligence or willful misconduct of City or its employees, agents or contractors. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits or loss of use) ("Consequential Damages") arising in connection with this Agreement unless such Consequential Damages are due to such Party's gross negligence, misrepresentation; fraud; willful, wanton, or reckless act or omission; or any other intentional conduct of the Party. The terms of this Section shall survive termination or expiration of this Agreement.

7) No waiver or delay in enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any other term, covenant or condition of this Agreement. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be modified by the parties to be compliant with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision, as if such illegal, invalid or unenforceable provision had not been contained herein.

8) Except in cases of merger or sale of assets, the rights granted herein are not assignable by Piedmont without prior written consent of City, such consent not to be unreasonably withheld, conditioned, or delayed. City agrees that Piedmont may use subcontractors for any portion of the Work as necessary and determined in Piedmont's sole discretion. The rights granted hereby are binding upon the Parties and their respective successors and assigns and confer no rights to the public or any other person or entity not a party to this Agreement. Any addition or modification to this Agreement must be made in writing and signed by both Parties.

9) This Agreement, and all rights and obligations of the Parties relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of law principles.

10) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be executed with electronic signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by e-mail or other electronic means shall be effective as if originals.

11) For clarity, nothing in this Agreement shall govern the Parties' respective rights, obligations, remedies, defenses or liabilities with respect to any issues or matters which may be identified as a result of the Work, but which do not actually arise from the Work performed under this Agreement. Neither party waives any rights of any kind whatsoever with respect to any issue or matter which does not arise from the Work performed under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered for and in their names by their duly authorized officers or representatives all as of the day and year first above written above.

Piedmont Natural Gas Company, Inc.

By: _____

Print Name: _____

Title: _____

City of Lenoir, North Carolina

By: _____

Print Name: _____

Title: _____

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Resolution authorizing an application to the Greater Hickory Metropolitan Planning Organization (GHMPO) for Locally Administered Program (LAPP) supplemental funds for EB-5806 Hospital Avenue Sidewalk Project.

II. Background Information:

The Hospital Avenue Project consists of Construction of sidewalks along Hospital Avenue, connecting Harper Avenue to Blowing Rock Boulevard (U.S. 321). Approximately 950 feet of substandard sidewalk will be replaced and approximately 1,560 feet of new sidewalk will be constructed. Due to the constrained corridor, the sidewalk will be 5ft. wide and located at the back of curb. New curb and gutter will be installed to DOT standards. Some grading and installation of new retention walls will be required in some areas due to topography. Originally the city received \$800,000 (with a 20% local match of \$200,000) in Transportation Alternative funding from the North Carolina Department of Transportation to assist in the construction of sidewalks along Hospital Avenue. The original estimate for this project in the State Transportation Improvement Program is seven years old and short of the current construction estimate of \$ 2,050,000. The city would like to apply for the supplemental LAPP funds of \$1,640,000 with an overall 20% match of \$410,000 (\$200,000 of that funded during initial 2015 LAPP application) for continued assistance in the construction of this project.

III. Staff Recommendation:

Lenoir City Council to endorse the application for the LAPP funding program and commit to a 20% overall cash match of \$410,000 (\$200,000 of that funded during initial 2015 LAPP application) for the project, by adopting the attached resolution.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:



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

**RESOLUTION AUTHORIZING THE CITY OF LENOIR TO SUBMIT AN
APPLICATION TO THE GREATER HICKORY METROPOLITAN
PLANNING ORGANIZATION IN THE AMOUNT OF \$1,640,000 FOR
LOCALLY ADMINISTERED PROJECT (LAPP) SUPPLEMENTAL FUNDS FOR
EB-5806 HOSPITAL AVENUE SIDEWALKS.**

WHEREAS, On April 19, 2023 the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program- Direct Appointment Funding (STPG-DA); and

WHEREAS, LAPP is comprised of a collection of discretionary programs including pedestrian infrastructure projects like sidewalks; and

WHEREAS, each agency may submit up to three projects of not less than \$300,000 each for possible reward, with a minimum 20% local cash match; and

WHEREAS, the proposed project includes approximately a half mile of sidewalk along Hospital Avenue and U.S. 321, including the replacement of substandard sidewalks, the construction of new sidewalks, curb and gutter, and retaining walls, and the installation of pedestrian signals at the Hospital Avenue/Blowing Rock Boulevard intersection; and

WHEREAS, the proposed sidewalks were included as a high priority project in the Lenoir Pedestrian Plan, adopted in 2013, because of the frequent pedestrian demand and current unsafe conditions;

NOW, BE IT THEREFORE RESOLVED that the Lenoir City Council hereby endorses the application for the LAPP supplemental grant funds in the amount of \$1,640,000 and will appropriate the necessary matching funds (\$410,000) as a cash match for the project.

Adopted the 5th day of September, 2023.

SEAL

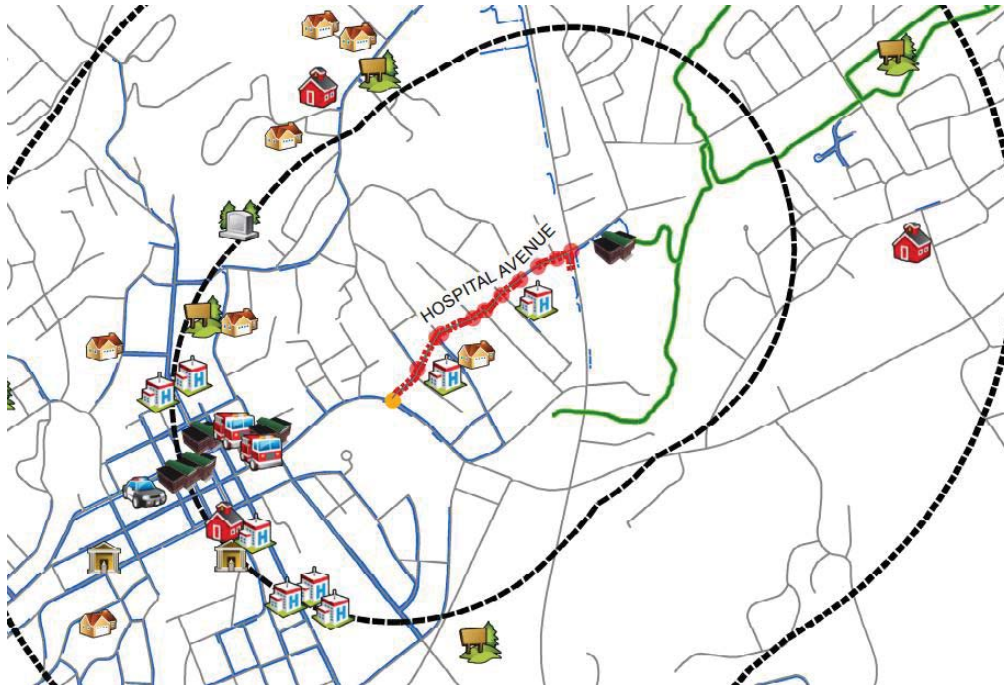
Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



City of Lenoir – Supplemental Hospital Avenue Sidewalk



\$1,640,000 Federal
 + \$410,000 Local Match
\$2,050,000 Total (for construction)

Project	Local Support (10 max)	Feasibility (10 max)	Crash Exposure (15 max)	ROW (10 max)	Closing Gap (15 Max)	Safety Benefit (5 max)	Econ. Devt. (10 max)	Schools and Homes (5 max)	Mobility Concerns (10 max)	Supports EJ (10 max)	Total
Lenoir – Supplemental Hospital Avenue Sidewalk	10	10	5	10	15	5	10	5	10	10	90

CITY OF LENOIR
COUNCIL ACTION FORM

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

Background Information: The NC Department of Environmental Quality, Division of Water Infrastructure made available a grant program to make ARP funding available to eligible units of local government that have a need to develop a comprehensive asset inventory program that includes condition assessment of critical assets within the water system. The City of Lenoir was successful with its application and was awarded a grant in the amount of \$200,000.00 to assist the City of Lenoir in undertaking this beneficial analysis of our system including the water treatment facility and the distribution system.

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

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

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director:_____



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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LENOIR

- WHEREAS,** the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$200,000 to perform a Water System Asset Inventory and Assessment study detailed in the submitted application.
- WHEREAS,** the **City of Lenoir** intends to perform said projects in accordance with the agreed scopes of work,

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

That **City of Lenoir** does hereby accept the American Rescue Plan (ARP) offer of \$200,000 for the Water System Asset Inventory and Assessment study.

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

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

Adopted this the _____ day of September, 2023 at Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



CITY OF LENOIR
COUNCIL ACTION FORM

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

Background Information: The NC Department of Environmental Quality, Division of Water Infrastructure made available a grant program to make ARP funding available to eligible units of local government that have a need to develop a comprehensive asset inventory program that includes condition assessment of critical assets within the wastewater system. The City of Lenoir was successful with its application and was awarded a grant in the amount of \$200,000.00 to assist the City of Lenoir in undertaking this beneficial analysis of our system including the wastewater treatment facilities and the collection system.

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

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

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director:_____



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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LENOIR

- WHEREAS,** the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$200,000 to perform a Wastewater System Asset Inventory and Assessment study detailed in the submitted application, and
- WHEREAS,** the **City of Lenoir** intends to perform said projects in accordance with the agreed scopes of work,

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

That **City of Lenoir** does hereby accept the American Rescue Plan (ARP) offer of \$200,000 for the Wastewater System Asset Inventory and Assessment study.

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

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

Adopted this the _____ day of September, 2023 at Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:



Shirley M. Cannon, City Clerk

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



CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Project Bid Award: Lenoir Gateway

II. Background Information:

The City of Lenoir contracted with Destination by Design a multi-disciplinary economic development firm located in Boone, North Carolina to provide design, bid administration and construction oversight for the Lenoir Gateway (Sign) Project. The gateway sign will be located on the southwest corner of Smith Crossroads at the top of the slope and current retaining wall. Design was completed in October 2022 and submitted to NCDOT for approval. The project was approved by NCDOT in May of 2023 and let for public bid on June 12th with a public bid opening scheduled for July 18th. Unfortunately there were no bids procured on July 18th. The project was rebid on August 11th for a fourteen day period with a public bid opening scheduled for Wednesday August 23rd at 10am. One bid was received and opened. Mr. John Fletcher representing Carolina Bomanite Corporation was in attendance and submitted a bid of \$382,325.00 for the grading, construction, installation, electric/lighting and landscaping of the Lenoir Gateway Project.

III. Staff Recommendation:

Based on the available funding and one bid received and Carolina Bomanite Corporations past experience staff recommends approval to award the contract for the Lenoir Gateway Project for construction **in the amount of \$382,325.00**. Carolina Bomanite Corporation is a privately owned Architectural Concrete Contracting Company with 49 years of experience in decorative concrete installations. They are a licensed general contractor and have completed numerous projects similar to the Lenoir Gateway Project such as the Kings Mountain Streetscape. Due to their background and experience we feel that they are the logical fit for this project.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

BID ENVELOPE

Bid to: **City of Lenoir**

For the Project: **LENOIR GATEWAY**

Project Designer: **Destination by Design Studios, PLLC.**

Any blank spaces may cause bid to be unacceptable and rejected.

Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable.
Provide all names as used for licensing or other legal transactions.

Bidder Identification:

Bidder: CAROLINA BOMANITE CORP.

Address: P.O. BOX 346 MT HOLLY NC 28120

Project Manager: JOHN FLETCHER

Superintendent: TBD

North Carolina Contractor License Information:

License Number: 15695

License Classification applicable to Project:

License expiration date: 12/31/23 \$(1,500,000.00)
Dollar Limit

Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)

- If **any** work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.
- If **no** work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write name.

Grading Name METROLINA LANDSCAPE CO.

N/A

Note: This space must be filled in or the bid may not be opened. License Number Expiration Date Classification

Paving Name DOUGGETT COMMERCIAL CONCRETE

N/A

Note: This space must be filled in or the bid may not be opened. License Number Expiration Date Classification

Plumbing Name NA

NA

Note: This space must be filled in or the bid may not be opened. License Number Expiration Date Classification

Electrical / SIGNAGE Name TBD - SIGNS ETC

N/A - ELECTRICAL TBD

Note: This space must be filled in or the bid may not be opened. License Number Expiration Date Classification

Landscaping Name METROLINA LANDSCAPE CO.

N/A

Note: This space must be filled in or the bid may not be opened. License Number Expiration Date Classification

This Bid Envelope approved for public opening

Signature of Designer or their representative

SECTION 00 40 00

BID FORM
LENOIR GATEWAY
Lenoir, NC

Bid of: CAROLINA BOMANITE CORPORATION
(Name of Bidder)

Address P.O. BOX 346

City State MT. HOLLY, NC 28120

Phone 704-525-8585

Date AUGUST 22, 2023

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated October 26, 2022, entitled "Lenoir Gateway" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. ___ issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

BASE BID

For all Work complete, the lump sum amount of:

THREE HUNDRED EIGHTY TWO THOUSAND Dollars (\$ 382,325)
THREE HUNDRED TWENTY FIVE

TIME FOR COMPLETION OF THE WORK

The undersigned agrees to commence work within thirty (30) days of acceptance of the bid and complete the project within 180 calendar days of commencing work.

SUPPLEMENTS TO THE BID FORM

The following items shall be supplied with this Bid Form and must be included for the Bid to be considered complete.

1. Bid Security.
2. Bid Envelope (attached).
3. List of at least three projects similar in scope to this project successfully completed by the Bidder including the name of the project, location, scope of work, cost of construction, and owner's name and contact with phone number.
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
5. Contractor's Proposed Schedule of Values (See included form). The Contractor's Schedule of Values is solely for the comparison of bids.
6. DBE Identification of Hub Certified/ Minority Business Participation, Affidavit A, Affidavit B.

ACCEPTANCE OF PROPOSAL

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the date of the opening of the Bids, the Owner and Bidder will execute an Agreement in accordance with the Bid as accepted.

BID FORM

The Bidder will furnish a Performance Bond and Labor and Material Payment Bond with such surety or sureties as the Owner may approve. It is understood that the costs for the bonds are included in the Base Bid amount.

By submitting a Bid, the Bidder agrees that from his/her own investigation he/she has satisfied himself/herself as to the nature and location of the Work, the general and local conditions, and all matters which may, in any way, affect the Work or its performance. As a result of such examination and investigation, Bidder fully understands the intent and purpose of the Documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself/herself with the Documents and all conditions that might affect the Work will not be allowed.

The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.

SIGNATURE OF BIDDER

Bidder CAROLINA BOMANITE CORPORATION
(Firm Name)

(seal if a corporation)

By

John Fletcher

Title

PRES.

State of Incorporation

NORTH CAROLINA

Names of Officers:

President

John Fletcher

Secretary

Donna Fletcher

Treasurer

DONNA FLETCHER

Names of Key Members of the Firm: (unincorporated organizations)

END OF SECTION

**BIDDER'S SCHEDULE OF VALUES
(FOR BIDDING PURPOSES ONLY)**

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$ 10,000
2	GENERAL CONDITIONS + BOND	\$ 144,325
3	GRADING & DRAINAGE	\$ 30,000
4	CONCRETE RETAINING WALL	\$ 95,000
5	SIGN	\$ 45,000
6	ELECTRIC AND LIGHTING	\$ 20,000
7	LANDSCAPING	\$ 38,000
	TOTAL (EQUAL TO BASE BID)	\$ 382,325

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY

COMPLETION (LAST 3 YEARS)

Project	Name and Address of Owner or Engineer	Name and Phone Number of Owner or Engineer Representative	Contract Date	Amount	Status
N/A					

Identification of HUB Certified/ Minority Business Participation

I, CAROLINA BOMANITE CORP.
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A - Listing of Good Faith EffortsCounty of MECKLENBURG

(Name of Bidder)

Affidavit of CAROLINA BOMANITE CORP.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8/23/23 Name of Authorized Officer: JOHN FLETCHER
 Signature: _____
 Title: PRES



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses
County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143- 128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

State of North Carolina**AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of CAROLINA BOMANITE CORP. I do hereby certify that on the
 (Name of Bidder)
LENOIR GATEWAY SIGN
 (Project Name)

Project ID# _____ Amount of Bid \$ 382,325

I will expend a minimum of 130 % of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

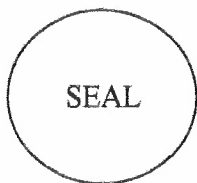
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_

Notary Public _____

My commission expires _____

PROJECT PROPOSAL

PO Box 346 Mount Holly, NC 28120 PH: 704-525-8585 Website: www.carolinabomanite.com

DATE: 8/22/23

PROJECT NAME: Lenoir gateway Sign

PROJECT ADDRESS: US 321/US 64 interchange

PROJECT DESCRIPTION: Gateway Sign

PRICE VALID THRU: 30 day

RESPONSIBLE PARTY: City of Lenoir

GOING TO: City of Lenoir

GC/OWNER: Jon Hogan Public WorksMgr.

CITY: Lenoir STATE: NC

PROPOSAL BY: JAF

PLAN DATE: June 8, 2023

NCGCL: #15695

NOTE: *Escalation Clause.* In the event of significant delay or price increase of material, equipment, or fuel occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or fuel will be considered significant when the price of an item increases 5 % percent between the date of this Contract and the date of installation.

Carolina Bomanite Corporation proposes the following: per the attached bid proposal all labor and materials to install the Gateway Sign project at a proposed bid price of **\$382,325.00 to include approx. bond value of \$9331**

Conditions:

Owner, or others to provide equipment and vehicle access via Broyhill House property for all scope related services for this project. The GC agrees to rehab the disturbed area back to original condition pending any unforeseen hidden or buried objects.

All trees and vegetation contained within an area extending 20' beyond the scope area are to be removed, chipped, or cut down by others in order to provide reasonable access for equipment. This includes any trees that could be possibly damaged via digging or excavating as per the plan.

Temporary power shall be required, provided by others within a service pole installed by GC adjacent to supply pole as shown on the plan.

Any removal of rock, non excavatable material, hidden objects, incompatible soils, organic, or non organic matter is not included in this scope of work or bid proposal. In the event this occurs, a change order will be required in order to proceed with the intended scope of work.

Any power lines, or overhead utility lines hanging over the work zone shall be temporarily removed by others.

Any additional spoils created during excavation or grading that cannot be used within the scope of work are to remain on site or removed by others.

Silt fencing and erosion control will be maintained at all times until final cover is established.

GC and his subcontractors will provide a one year workmanship warranty.

GC will provide updates and open line of communication with schedule, progress reports and weather delays.

Traffic control devices TBD.

MOBILIZATIONS INCLD: yes

CONCRETE PSI: 3000psi

EXCLUSIONS: see conditions

SUBMITTAL PAYMENT REQUIRED: YES 5% ON ACCEPTANCE OF SUBMITTAL PACKAGE

PROGRESS BILLING APPLIES: YES (Billing applies to work completed or complete by the eom)

BILLING & PAYMENT TERMS FOR THIS PROJECT: Monthly progress billing net 15 days after approval to be no longer than 25 days from billing submission. GC works under a pay when paid contract with all subcontractors.

INSURANCE AND TAX ID INFO PROVIDED ON ACCEPTANCE - SUBMITTAL INFORMATION PROVIDED AS REQ.

COST FOR ADDTL. MOBILIZATION: na

DURATION (DAYS): 50 days with 10 weather days

RETAINAGE: None

SUBBASE/SUBGRADE PREPARATION: All sub-base, and sub-grades should be prepared in accordance to guidelines set forth by ASTM/ACI for the type of paving system you have chosen. If these bases require certification, inspections or engineer approval, it is the responsibility of the GC/owner to secure these approvals prior to work commencing. Grading and compacting of all sub-grades to less than 1/10" by others is a requirement unless described. All other subgrade/supporting structures by GC including engineering to support concrete as proposed. Failure or cracking of the paving due to sub-base, sub-grade issues do not constitute a warranty condition and are not the responsibility of CBC.

PROTECTION: After installation, the GC/owner/customer agrees to protect the finished surface from damage. CBC will not be responsible for any damage after we finish and/or leave the project.

RANDOM CRACKING, SHRINKAGE CRACKS: CBC cannot guarantee that the concrete installation will not crack beyond prescribed isolation, construction, or sawcut joints. A joint schedule or drawing must be supplied by the Architect/Engineer, if not, we may make cuts where we think are required. All concrete cracks, please understand this and plan jointing accordingly.

NATURAL VARIATIONS IN COLOR AND FINISH : Due to the unique characteristics of concrete and the natural ingredients used in its creation. CBC cannot guarantee an exact finish, color, or texture based on a sample or comparison. If color is added to your concrete project, we cannot guarantee accuracy of the color due to uncontrollable climate and timing conditions. Custom colors that have not been tested for concrete will require testing for compatibility and UV stability testing by our testing agency. Custom colors will have no warranty or guarantee due to the unique properties of the pigments used. Visual inspection is determined in daylight at 20 ft.

ARTISTIC CONSIDERATION: CBC will make every effort to install or finish your project within the "basis of design". Due to the characteristics of concrete and natural materials used, we may be forced to vary from the prescribed installation technique based on "best efforts", "best match" style of workmanship and color selection. Altering installation technique or process does not constitute a warranty condition. CBC reserves the right to modify color selections, and installation techniques as required for ease of installation, product availability, color matching or accepted industry standards.

SITE EXTERIOR / INTERIOR CONDITIONS: Reasonable site conditions must exist before we can install any architectural concrete process. This would include a stone subgrade or dry conditions for us to work on. Truck access, staging area, cleanout area, high humidity, and excessive temps. are all items that will dramatically affect the products used. If these reasonable conditions do not exist, work may cease or steps to correct will be taken and all additional charges billed to the GC/owner.

CHANGE ORDERS OR EXTRA WORK: Any and all necessary changes or corrections to the scope of work will be approved by the GC or owner prior to any additional work being done. A Change Order form will be sent or field approved for extra work. If verbal direction to proceed is made by the Supt., PM or GC, then approval is accepted.

VISUAL INSPECTION STANDARD FOR ARCHITECTURAL CONCRETE: CBC follows ACI Standard as final acceptance of architectural concrete "Upon completion of architectural concrete, final acceptance is based upon the matching of the architectural cast-in-place concrete with the accepted Field Mockups when viewed at a distance of 20 ft (6 m) in daylight."

WARRANTY OR REWORK: Warranty information sheet supplied on request. If we are repairing, or reworking existing work, no warranty applies. Best efforts, best methods process will be employed. Concrete surfaces not maintained under a service contract will wear over time and should be maintained on a regular basis. Damage or excessive wear will void any warranty provided. Failure to make timely payment(s) under the terms or short payments will negate any warranty implied.

INSURANCE REQUIREMENTS: Carolina Bomanite will provide an insurance certificate on request. We are fully covered by Workman's Compensation Insurance. We meet or exceed most project insurance requirements.

STANDARD EXCLUSIONS: We do not include, unless otherwise noted - CMU, stone, veneer, precast, cutting, demolition, or hauling spoil of any kind. We do not provide permits, surveys, testing or inspections. Templates, template bolts or any embeds by others. Damage to hidden or unmarked lines or underground we exclude, including any claims for damage if lines, pipes or sleeves are not properly identified and/or marked by utility locating services.

EFFLORESCENCE EXCLUSION: We will not be responsible for efflorescence occurring after installation of our concrete products. The cost to treat this condition will be calculated using a time and materials basis.

MOBILIZATION - Procurement of all required materials needed to complete the project in a timely manner. Initial mobilization is included in the proposal value. Additional mobilizations due to construction delays, Stop work orders or by the direction of the GC or Owner of longer than 5 working days will/may require an additional mobilization fee of no less than \$1500.00

STORED GOODS - Some materials required for this project will be stored at the site.

LAYDOWN - A staging area of no less than 1500-2000sf is required for our vehicles and temporary trailer storage.

HEALTH AND SANITATION - We reserve the right to store a portalet for our exclusive use at the staging/laydown area.

OFF HOURS/NIGHT WORK - The GC acknowledges that off hours work may be required in order to minimize disruption to business operations and expedite the construction schedule. It also acknowledges that this off hours work may create noise through normal operations.

INSPECTIONS/TESTING - All testing costs shall be the responsibility of the GC. Random test cylinders of the approved mix will be reserved by the ready mixed supplier. All final reviews and testing shall be completed under ACI 301 review of architectural concrete guidelines.

RFQ or CHANGE ORDERS - Any work outside the scope of work will be submitted as a change order to the owner. If directed by the owner to "proceed" via written, verbal or email direction - the cost associated with this additional work will be considered valid and chargeable

TERMS: *This proposal must be included as part of any contract we sign. Carolina Bomanite Corporation does not schedule ANY project for installation or provide warranty unless the terms of this contract are met in full including a signed copy of this agreement and the down payment if required. Carolina Bomanite Corporation is only to be called to the job only when it is 100% ready for us to work. If our crews cannot work on arrival (EXCLUDING WEATHER CONDITIONS) the customer agrees to pay all travel expenses, and/or a mobilization fee of at least \$250 per man/day. Our billing is progress, unless stated differently above. All accounts are considered past due if terms are not met. Invoices not paid within the terms will be charged a finance charge of 1.5% per month (18% annual rate). ALL WORK WILL CEASE OR STOP ON PAST DUE BILLED ACCOUNTS until payments are made current. All progress past due payments of more than 30 days will result in the stoppage of work until payment is made. Retainage balances not paid within 90 days of the last day worked will be charged the maximum allowed finance charge from last day worked.*

I have read the following Contract Proposal, Terms and attached documents. I understand the conditions, terms and responsibilities and will comply as directed. This proposal shall be included in any contract prepared by the owner or GC. Carolina Bomanite is directed to proceed with the work as described.

Approved by (Sealed)

Date of Acceptance

Print Name & Title

Authorized Signature for Carolina Bomanite Corporation

Date

All Correspondence to:

PO Box 346 Mount Holly, NC 28120 PH: 704-525-8585 Email: info@carolinabomanite.com



To: BK&E Building Group
710 Slater Road, Ste. 400
Morrisville, NC 27560

Date: July 19,  2023

Re: Bondability letter for Carolina Bomanite Corporation

Penn National Insurance is currently the surety for Carolina Bomanite Corporation. They are highly regarded by us and we consider them to be a qualified contractor. We currently would consider single projects up to \$750,000 within a total aggregate bond program of \$2,000,000. This is not a guarantee that we will provide a bond up to these limits in the future. Individual bonds are considered on their own merit and our decisions are based on underwriting information available when a bond is requested of us by our principal. Penn National Insurance accrues no liability under this letter.

It should be noted that this letter is not valid for any Non-Surety, Owner controlled Bond programs, e.g. Subguard. Further, this letter may not be used where a final bond will not be required.



By: _____

Pamela Paul
Attorney in Fact for
Pennsylvania National Mutual Casualty Insurance Company, Inc.

CONCEPT 3: COMBINED MATERIALS (DAY)



BOARD FORMED
CONCRETE WALL

3" THK. LETTERING W/
HALO BACKLIGHTING

ACRYLIC TRANSLUCENT
PANELS W/ BACKLIGHTING

CONCEPT 3: COMBINED MATERIALS (NIGHT)



BOARD FORMED
CONCRETE WALL

3" THK. LETTERING W/
HALO BACKLIGHTING

ACRYLIC TRANSLUCENT
PANELS W/ BACKLIGHTING