



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, SEPTEMBER 19, 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 proclamation to Cindy Day and Diana Hale proclaiming the week of September 17 through 23 as “Constitution Week” throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, September 5, 2023 as submitted.
- B. Revised Capital Project Budget Ordinance; Crossroads Sign Capital Project: Approval of a Revised Capital Project Budget Ordinance to authorize activities for the Crossroads Sign Capital Project as submitted. Refer to the Council Action Form for additional background information.
- C. Proclamation; Constitution Week: Approval of a proclamation proclaiming the week of September 17 – 23 as “Constitution Week” throughout the City of Lenoir.
- D. Resolution; Helping Hands Clinic: Approval of a resolution in honor and celebration of Helping Hands Clinic’s Twenty-Fifth Anniversary 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. NCDOT’s Fall Litter Sweep began on Saturday, September 16 through Saturday, September 30. Additional information is available at www.ncdot.gov/littersweep.
 - 2. The City of Lenoir Employee Litter Sweep will be held on Wednesday, September 20 from 9:00 a.m. – 1:00 p.m.
 - 3. The Planning Board will not meet in September due to no agenda items. The next meeting is scheduled for Monday, October 23 at 5:30 p.m.
 - 4. The Committee of the Whole will meet on Tuesday, September 26 at 8:30 a.m. at City Hall, Third Floor Conference Room.
 - 5. The Foothills Regional Airport Authority will meet on Wednesday, September 27 at noon at the Airport Facility.

6. The Police Department will host their annual National Night Out on Tuesday, October 3 from 6:00 p.m. – 9:00 p.m. in the downtown area. The public is invited to attend.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

**LENOIR CITY COUNCIL
TUESDAY, SEPTEMBER 5, 2023
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ralph Prestwood and David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: Mayor Pro-Tem Crissy Thomas, Councilmembers Kent Greer and Ike Perkins along with Finance Director Donna Bean, Main Street & Economic Development Director Kaylynn Horn, and Planning Director Hannah Williams.

CITY STAFF: In attendance was Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Parks & Recreation Director Phillip Harper, Interim Planning Director, Ed Evans, 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.

**CONGRATULATIONS; 70TH
WEDDING ANNIVERSARY:**

- B. On behalf of City Council, Mayor Gibbons wished Jake and Juanita Watson a Happy 70th Wedding Anniversary. He stated the couple has lived in the Lower Creek community all of their lives and they are well known in the community.

**RESOLUTION, COMMEMORATION OF
PATRIOT DAY:**

- C. On behalf of City Council, Mayor Gibbons read a resolution in honor and commemoration of September 11, 2001 and the terrorist attacks on our country. He asked everyone to keep the families of those who lost loved ones during these terrible attacks in their thoughts and prayers. Mayor Gibbons also encouraged everyone to observe Patriot's Day by lowering all flags to half-staff and observing a moment of silence at 8:46 a.m. which is the time the first plane hit the World Trade Center.

**SPECIAL RECOGNITION; RAVENS
BASEBALL 12U TEAM:**

- D. On behalf of City Council, Mayor Gibbons read and presented a resolution to Coach Tommy Crump and the Ravens Baseball 12u Team upon their winning the Summer Corn Belt Classic held in Dyersville, Iowa held on July 28-30, 2023. The Ravens Baseball 12u Team is the first team from North Carolina to win the special tournament named as the Field of Dreams Baseball Factory Dreams Experience. The game was played on the actual field used in the 1989 movie *Field of Dreams* which starred actor Kevin Costner.

Mayor Gibbons mentioned this is an exciting time and stated City Council is proud of the Ravens team and their win. He remarked the team represented North Carolina very well and thanked all of the team members, coaches and parents. He also gave the team members a City flag pin.

Mr. Crump stated this is a once in a life time experience for the team and pointed out it is a good thing to be the first team from North Carolina to win the tournament. Mr. Crump stated it is an honor to coach the team and shared the field is a magical and unique place. Mr. Crump remarked that it didn't matter whether they won or lost because the memories the players made and the bond they all share will last a lifetime.

In addition, Mr. Crump emphasized it was a team effort and shared he will always cherish this experience. He thanked Mayor Gibbons, City Council and the City of Lenoir for all of their support and for giving the team an opportunity to be recognized.

Mayor Gibbons informed the team they were a great group and Council was proud and excited for all of them. He mentioned the City of Lenoir has a great baseball history and the team's win adds another piece of history to it.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Resolution; Patriot's Day: Approval of a resolution to commemorate Patriot's Day which is observed every year on September 11 to honor and remember the lives of those who died in the September 11, 2001 terrorist attacks on our country. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 236.)
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, August 15, 2023 as submitted.
- C. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, August 15, 2023.
- D. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday August 22, 2023 as submitted.
- E. 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. (A copy of the amended Sewer Access Agreement is hereby incorporated into these minutes by reference. Refer to pages 237-240.)
- F. 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. (A copy of the resolution and Supplemental Hospital Avenue Sidewalk map as prepared by the WPCOG is hereby incorporated into these minutes by reference. Refer to page 241-242.)
- G. 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. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 243.)

- H. 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. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 244.)
- I. Resolution; Ravens Baseball 12u Team: Approval of a 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 – 20, 2023. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 245.)

Upon a motion by Councilmember Perdue, City Council voted 4 to 0 to adopt items A through I 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

LENOIR TOURISM DEVELOPMENT

AUTHORITY: 1. The Lenoir Tourism Development Authority will meet on Thursday, September 7 at 4:00 p.m. at City Hall, Third Floor Conference Room.

SCULPTURE

FESTIVAL: 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. It was noted this is the 39th annual festival.

CITY/COUNTY SERVICES

COMMITTEE: 3. The City/County Services Committee will meet on Monday, September 11 at noon at the J. E. Broyhill Civic Center.

ECONOMIC DEVELOPMENT ADVISORY

COMMITTEE: 4. The Economic Development Advisory Committee will meet on Tuesday, September 12 at 8:15 a.m. at the Foothills Regional Airport facility.

LENOIR BUSINESS ADVISORY

BOARD: 5. The Lenoir Business Advisory Board will meet on Thursday, September 14 at 6:00 p.m. at City Hall, Third Floor.

NCDOT'S FALL LITTER

SWEEP: 6. NCDOT's Fall Litter Sweep begins on Saturday, September 16 through Saturday, September 30. Additional information is available online at www.ncdot.gov/littersweep.

PARKS & RECREATION

ADVISORY BOARD:

7. The Parks and Recreation Advisory Board will meet on Monday, September 18 at 6:00 p.m. at Mulberry Recreation Center.

EMPLOYEE LITTER

SWEEP: 8. The City of Lenoir 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

BID AWARD; LENOIR GATEWAY

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

A copy of the bid tab is hereby incorporated into these minutes by reference. (Refer to pages 246-247.)

City Manager Hildebran explained the City initially solicited bids in early summer but did not receive any. Upon resoliciting for bids, the City received one bid from Carolina Bomanite, Mt. Holly, North Carolina, in the amount of \$382,325.00. He shared that Destination by Design recommends the City accept the bid from Carolina Bomanite and clarified for Council they think it is a fair bid. As background information, Mr. Hildebran said Destination by Design previously worked on a design plan for this project several years ago that the Lenoir Tourism Development Authority (LTDA) funded, but this plan was their final design for the project which is ready for construction.

In addition, Mr. Hildebran shared that LTDA previously funded the project for \$165,000 plus contributed another \$50,000. He stated the balance of the project would be paid out of funds in the budget that are set aside for the Wayfinding Project.

Mr. Hildebran further explained that following Council's approval, the City would request approval from Caldwell Community College & Technical Institute's Board of Directors for an easement because the right-of-way (access) comes off of the hill of their property. Mr. Hildebran remarked the sign project would require concrete and Carolina Bomanite does concrete projects.

Following a brief discussion and upon a motion by Councilmember Perdue, City Council voted 4 to 0 to award the bid amount of \$382,325.00 to Carolina Bomanite Corporation, Inc., Mt. Holly, North Carolina, as described above and as recommended.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

IX. REPORT AND RECOMMENDATIONS OF THE MAYOR

UPDATE; CLOCK TOWER

PROJECT: A Mayor Gibbons asked Matthew Anthony, Downtown Event Coordinator, to give an update on the clock tower project.

Mr. Anthony shared the name of the clock tower renovation project is "Time Well Spent" and reported they have sold 52 out of 183 tiles for the project and raised \$1,600 for scholarships for underprivileged children/youth and their families. He shared a link is available on their website at

www.downlenoirnc.com to book an appointment to participate in a workshop to create a tile. It was noted the cost of the tiles are \$75.00 each and Staff from the Western North Carolina Sculpture Center will be pouring the tiles for this great project.

Mayor Gibbons mentioned the clock is over 100 years old and an important part of the City's history. He mentioned several of the non-profit organizations are interested in participating and encouraged everyone to be a part of it.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:28 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

Patriot Day Commemoration

September 11, 2023

WHEREAS, Patriot Day commemorates the lives of those who died in the September 11, 2001, terrorist attacks on our country – the United States of America; and

WHEREAS, this holiday honors those who perished in the World Trade Center in New York and the Pentagon in Virginia, and those who died attempting to rescue people trapped in the rubble, as well as the individuals killed when the hijacked United Airlines Flight 93 crashed in Pennsylvania; and

WHEREAS, Patriot Day was designated by joint resolution of the U.S. Congress on December 18, 2001; the resolution called for the President of the United States to issue a yearly proclamation requesting that all U.S. flags be flown at half-staff; and

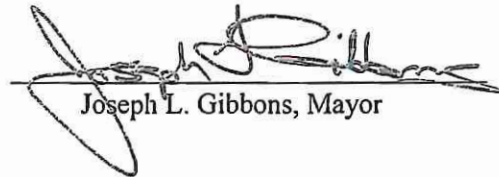
WHEREAS, on Patriot Day, Americans are asked to honor the dead with a moment of silence beginning at 8:46 a.m. Eastern Standard Time, the time that the first airplane struck the World Trade Center, and to respect the ceremonies of remembrance; and

WHEREAS, each year on September 11, citizens across the United States of America are reminded how precious our freedom and safety truly are and pay tribute to those whose lives were tragically lost that day; and

NOW THEREFORE BE IT RESOLVED, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, commemorate Patriot Day on September 11, 2023, and express our deepest condolences for those lives lost in the 2001 terrorist attacks against our nation, as well as our highest gratitude for those who endeavor to preserve our liberties and our safety.

SEAL

This the 5th day of September 2023.



Joseph L. Gibbons, Mayor



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 1 (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]

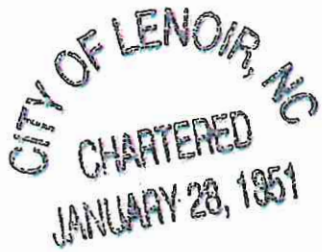
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered for and in their names by their duly authorized officers or representatives all as of the day and year first above written above.

Piedmont Natural Gas Company, Inc.

By: _____

Print Name: _____

Title: _____



SEAL

City of Lenoir, North Carolina

By: [Signature]

Print Name: Steve Henderson

Title: City Manager



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
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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

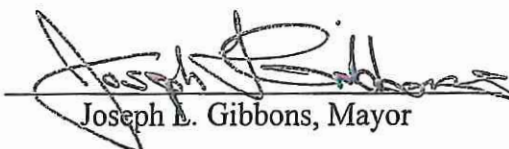
WHEREAS, the proposed project includes approximately a half mile of sidewalk along Hospital Avenue and U.S. 321, including the replacement of substandard sidewalks, the construction of new sidewalks, curb and gutter, and retaining walls, and the installation of pedestrian signals at the Hospital Avenue/Blowing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

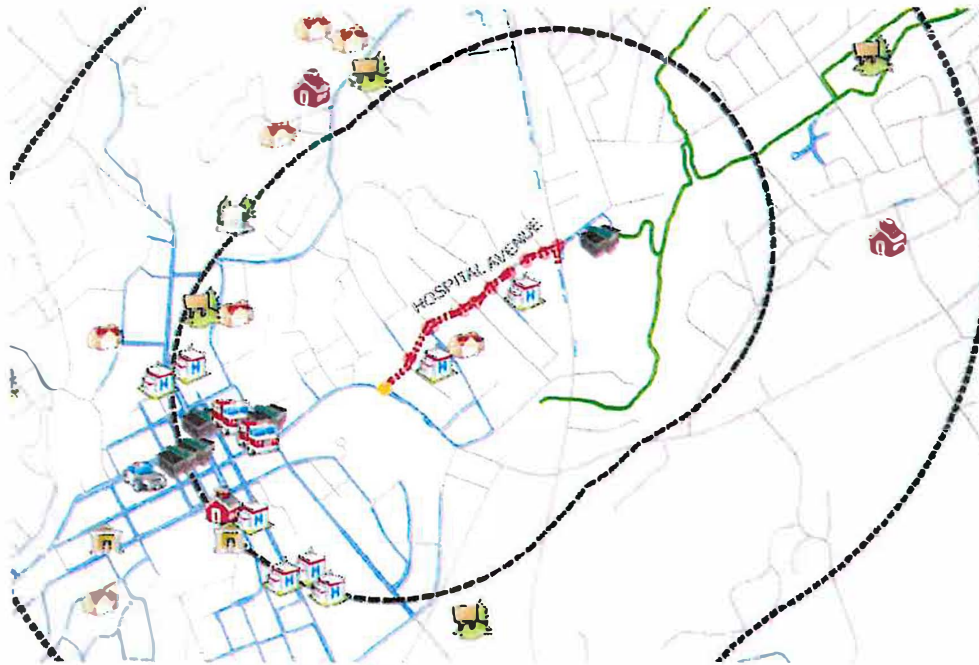
ATTEST:


Shirley M. Cannon, City Clerk



City of Lenoir – Supplemental Hospital Avenue Sidewalk

Tuesday, September 5, 2023
Minutes-City of Lenoir Council Meeting



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

<u>Project</u>	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 MANAGER
SCOTT E. HILDEBRAN

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NORTH CAROLINA

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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:

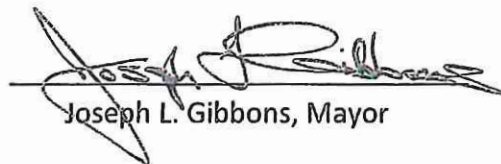
That City of Lenoir does hereby accept the American Rescue Plan (ARP) offer of \$200,000 for the Water System Asset Inventory and Assessment study.

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.

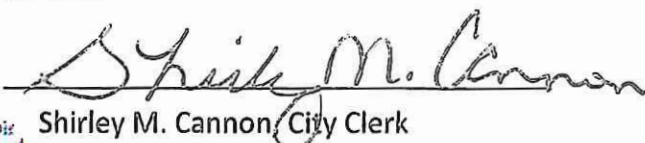
That Scott Hildebran, City Manager and Donna Bean, Finance Director and their successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above;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

Adopted this the 5th day of September, 2023 at Lenoir, North Carolina.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
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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 5th 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 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 Hinchey, 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.


Joseph L. Gibbons, Mayor



SEAL

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Destination by Design Studios, PLLC
136 Furman Road, Suite 6
Boone NC 28607

September 1, 2023

Scott Hildebran
City Manager
City of Lenoir
801 West Avenue NW
2nd Floor
Lenoir, NC 28645

Re: Lenoir Gateway Signage

Dear Mr. Hildebran,

We have reviewed the bids submitted for the above-referenced project on August 23, 2023. Following the Bid Opening, the apparent Bidder was Carolina Bomanite Corporation.

Having not receive any bidders during the first bidding period and only receiving a single bidder during the second bid release we recommend the project be awarded to the lowest responsive and responsible Bidder as follows:

Carolina Bomanite Corp.	\$382,325.00
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Please find attached a copy of the bid tabulation sheets for this Project.

If you have any questions or comments, please contact us at your earliest convenience.

Thank you,

A handwritten signature in black ink that reads "Charles A. Gottherman".

Charles A. Gottherman, PLA
Destination by Design Studios, PLLC

BID TABULATION

8/23/2023



Organization: City of Lenoir

Project Title: Lenoir Gateway

BIDDERS (Name GC): Carolina Bomanite Corp.

Rank:

BID ITEMS:

Base Bid	\$	382,325.00				
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Alternate Sub-total:				\$	-	\$	-
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(Base Bid + Alternates) \$ 382,325 \$ - \$ - \$ -

Explanation of Rejected Bidder(s):

I certify that this is a true tabulation of bids received.

Charles A. Gotherman

Charles A. Gotherman

Destination by Design Studios, PLLC

8/23/2023

Date

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item: Consideration of a Capital Project Budget Ordinance revision for the Crossroads Sign Capital Project.

II. Background Information: Attached for your consideration is a Capital Project Budget Ordinance revision to authorize activities for the Crossroads Sign Capital Project.

The original budget for the Crossroads Sign was \$165,000 however, due to delays and the rise in construction costs, the new estimate is \$506,500. The LTDA plans to allocate another \$50,000 and the City will utilize ARPA revenue replacement funding of \$291,500 for the remainder.

III. Staff Recommendation: Staff requests that City Council adopt the Revised Capital Project Budget Ordinance for the Crossroads Sign Capital Project.

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Revised Capital Project Ordinance for the City of Lenoir

Crossroads Sign

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby revised:

Section 1: The project to authorize activities for Crossroads Sign Capital Project to include the expenditure of funds for the design, construction, and project administration for the Crossroads Sign Capital Project. The project will now be funded by the Lenoir Tourism Development Authority (LTDA) and ARPA revenue replacement funding.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts are appropriated for the project:

Description	Original Budget	Revision	Proposed Budget
Crossroads Sign Construction	\$165,000.00	\$341,500.00	\$506,500.00
Total Expenditures	\$165,000.00	\$341,500.00	\$506,500.00

Section 4: The following revenues are anticipated to be available to complete this project:

Description	Original Budget	Revision	Proposed Budget
LTDA Funding	\$165,000.00	\$50,000.00	\$215,000.00
ARPR Revenue Replacement Funding	\$0.00	\$291,500.00	\$291,500.00
Total Expenditures	\$165,000.00	\$341,500.00	\$506,500.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 19th day of September, 2023.

Mayor

Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

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PROCLAMATION IN HONOR OF CONSTITUTION WEEK

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023 marked the two hundred thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating the week of September 17 through September 23 as Constitution Week.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council and all the citizens, do hereby proclaim the week of September 17 through September 23, 2023, as “**Constitution Week**” in the City of Lenoir and urge all citizens to study the Constitution and reflect on the privilege of being an American with all of the rights and responsibilities this privilege affords.

This the 19th Day of September 2023.

SEAL

Joseph L. Gibbons, Mayor





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Helping Hands 25th Anniversary

WHEREAS, in 1998, a group of concerned citizens recognized the need for a resource in Caldwell County for uninsured individuals struggling with medication insecurity and access to healthcare; and

WHEREAS, approximately 20% of residents in Caldwell County were uninsured and, in many cases, forced to choose between paying for medical care and medications and putting food on the table for their families; and

WHEREAS, in acknowledgement that access to healthcare is a human right and to address the growing need in our community, Helping Hands Clinic was founded in August of 1998; and

WHEREAS, the mission of Helping Hands is to improve the health of uninsured adults and empower them to engage in their wellness by providing access to healthcare, health education, and prescription medications at no cost; and

WHEREAS, Helping Hands has grown from a volunteer-driven, two-night per week service to a full-time Clinic and licensed pharmacy with a dedicated team of nine staff in addition to many wonderful volunteers; and

WHEREAS, because wellness is a holistic practice, expanded services including chronic disease management, lab services, dental care, mental health counseling, social work consulting, diabetes and tobacco education, and healthcare navigation are offered onsite at the Clinic; and

WHEREAS, providing consistent access to medication and medical care for both acute and chronic illnesses help avoid unnecessary trips to the emergency room, improve quality of life, reduce the community's cost of care, and support the workforce by keeping people healthy; and

WHEREAS, since its founding, Helping Hands Clinic has provided more than \$300 million in quality healthcare and nearly 350,000 prescriptions to more than 30,000 individuals in Caldwell County;

NOW, THEREFORE, BE IT RESOLVED that I, Joseph L. Gibbons, on behalf of the City of Lenoir City Council and its citizens, do hereby congratulate Helping Hands Clinic on its 25th anniversary and thank the staff and volunteers for their devotion to the health of our community, for providing medical care and prescriptions for the uninsured residents of Caldwell County, and for empowering and encouraging their patients to practice good health. I further recognize that the services at the Clinic are acts of love, compassion, and good will.

THIS, 14th day of September 2023.

SEAL



Joseph L. Gibbons, Mayor

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