

**COMMITTEE OF THE WHOLE
TUESDAY, APRIL 23, 2024**

8:30 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem David Stevens, Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, and Crissy Thomas.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Downtown Economic Development & Main Street Director, Brenda Floyd, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Norman Staines, Fire Chief, Brent Phelps, Chief of Police and Joshua Harris, Communications Director.

I. Mayor Pro-Tem David Stevens 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. Public Services Public Utilities: Public Services Public Utilities Director Jeff Church presented the following report.

1. The contract to provide drinking water to Caldwell County will be placed on the agenda for the May 7 City Council meeting. The contract will be for a ten-year term.
2. Engineering pre-work is being completed for the Lenoir-Valdese Interconnect Project. A draft agreement contract is being prepared by the Town of Valdese and will be sent to the City of Lenoir for review and comment.
3. Digital contract documents have been reviewed for the Rhodhiss Flashmix Basin Project and Staff is awaiting the scheduling of a pre-construction conference.

B. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following update:

1. LFD Infrastructure Repair (Sinkhole): The City of Lenoir's project was not selected in the spring round for Golden Leaf funds. The next step will be submitting the project for bids. Staff needs authorization to move forward with bidding the project.
2. Hospital Avenue Sidewalk Project: (RFOLI) Request for letters of interest is currently out for advertisement and closes on April 25th. Staff has received (1) Letter of Intent (LOI) and also shared (4) Plan sets for firms planning to submit. The City may receive (5) LOI's. Director Hogan stated he has not received an updated bid date from NCDOT, but he will contact Ramie Shaw this week.
3. Phase III Gateway Project: Destination by Design (DbyD) has begun survey, the North Carolina Department of Transportation (NCDOT) Right-of-Way encroachment and

traffic report work on the (3) remaining gateway signs. The Project is currently in the design phase.

4. 23-02 N.C. Forest Service Urban and Community Forestry Financial Assistance Award - Tree Canopy Cover Assessment: Assessment has been completed, will work on creating a presentation for the information received. Next phase is working with the school system on class curriculum. Training will be held on Monday April 29th at the Caldwell County Schools Education Center.
5. Downtown Tree Replacement Project: All trees have been planted and Building Maintenance Staff is currently working on installing landscape lighting. The next step will be to cleanup and put out mulch.
6. Former LHS Roofing Project: The former Lenoir High School (LHS) Roofing Project is wrapping up with only a few punch list items remaining.
7. Wayfinding Sign Project: RiteLite Sign has submitted an estimate for extra art embellishments for the Wayfinding Sign Project. A call to artists was sent out and responses are due by the end of the week. RiteLite plans to be on-site on Monday, May 1 & Tuesday, May 2. Staff will be working with them to stake all sign locations during that time.

IV. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board did not meet on Thursday, April 11. Brenda Floyd, Economic Development Main Street & Director presented the following report.

Director Floyd shared upcoming events include the National day of Prayer on May 2 beginning at noon on the downtown stage area. The I Heart Main Street dinner event is rescheduled for Thursday, May 30 beginning at 6:30 p.m. at the Harper Room and the Neon Night Ride will be held on Friday, May 31 in downtown.

- B. Board of Adjustment: The Board of Adjustment met on Monday, April 22. Planning Director Hannah Williams gave the following report: The Board of Adjustment reviewed a variance for property located on Finley Avenue. The property is vacant and a recommendation will be placed on the May 7 agenda. Also, two minimum housing orders will be submitted requesting abatement for properties located on Stage Street for the May 7 agenda. Director Williams stated they are coordinating this step with the Police Department.

Director Williams stated a public hearing will be held on Tuesday, May 21 to consider a contiguous annexation request for property located at the intersection of Hopedale Drive and Providence Lane.

The Department received twenty (20) submissions for the Wayfinding signage project. Also, Director Williams reported Staff attended a floodplain meeting in March and stated she will forward the report as information. Since 2010, the City has only had two (2) issues out of sixty-seven (67) permits that were issued.

- C. Parks and Recreation Advisory Board met on Monday, April 15. Phil Harper, Parks & Recreation Director presented a report of the meeting along with an update of several activities and projects as follows:

- The Mulberry Recreation gym floor issue is the result of gutter issues and water leaking down the walls and into the gym. The City's Building Maintenance Department will be making the repairs. Director Harper thanked Jon Hogan, Public Works Staff, Superintendent Duke Moore's staff, David Coffey and Parks & Recreation Staff for their assistance in the removal of the old gym floor which saved the City an estimated \$60,000.00.
- Improvements to the Mulberry Recreation Center will begin next week which include painting and pressure washing of the outside of Center. Following, Staff will look at painting the inside of the facility, repairing ceiling damage in the multi-purpose room along with some repairs to the entrance doors.
- Splash Pad – Quotes for the proposed Splash Pad were re-submitted due to the differences in the quote amounts. The quotes were not comparable regarding the spray head fixtures. The specs were for 57 spray heads and a 1,630 square foot splash pad.
- Programs: Director Harper reported 114 youth registered for the T-Ball Baseball and Softball programs. Lenoir will participate in a league with the Towns of Granite Falls, Sawmills and Valdese. Opening ceremonies were held on Thursday, April 18 at 6:00 p.m. with Mayor Joe Gibbons throwing out the first pitch.
- An Easter Egg hunt was held with numerous eggs being hidden for the children and 30 prizes given away for drawings. The event successful and well attended.
- Director Harper briefly reviewed Staffing and reported they were down 2 full-time employees. He along with Jon Hogan will be conducting interviews this week for the landscaping position at the Broyhill Walking Park. Director Harper reported they received applications from several good applicants. Laurie Elliott was recently hired to be the new custodian at Mulberry Recreation Center and to also maintain all of the City's parks and the Greenway trails.

V. Finance and Administration: Finance Director Donna Bean reported on the following items:

- A. Budget Amendment; Linkside Connector/Hotel Street Capital Project and the Budget Amendment: Staff recommends City Council approval of a Capital Project Budget Ordinance for the Linkside Connector/Hotel Street Capital Project in the amount of \$37,665.00 to:

- 1) Revise the Linkside Connector Capital Project Budget to allocate funding for settlement.
- 2) Approve the Budget Amendment to allocate funding for settlement as submitted.

(A copy of the Budget Amendment is attached to these minutes as information.)

Director Bean clarified the request for the amendments to the annual budget ordinance for the fiscal year end of June 30, 2024 is to allocate funding from the General Fund for the Linkside Connector Project as submitted.

Motion

Upon a motion by Council Beal, City Council voted 7 to 0 to adopt the Budget Amendment in the amount of \$37,665.00 as described above and as recommended by City Staff.

- B. Updates; Personnel Resolution: Staff recommends City Council adopt updates to the Personnel Resolution as follows to Section 3. Outside Employment, Section 14.

Transfer of Sick Leave from Previous Employer, and Section 17. Family and Medical Leave as presented. Director Bean explained the new wording for the Personnel Resolution is highlighted in yellow and deleted wording is shown as a strikethrough on the handout.

- Recommend changing the guidance in the Outside Employment portion of the Personnel Resolution.
- Recommend changing the guidance in the Transfer of Sick Leave portion of the Personnel Resolution.
- Recommend changing the guidance in the Family Medical Leave portion of the Personnel Resolution.
- Recommend changing the guidance in the Medical and Family Leave –Certification portion of the Personnel Resolution.

A copy of the updates listed above are attached to these minutes as information.

Following a brief discussion, Crystal Smith, Human Resources Manager explained that, basically an employee's sick leave balance is maintained for a while after they leave, in case they return to City employment in a short time period. Also, if they leave and are going to another local government employer, Human Resources writes a letter to their new employer with their sick time balance information, in the event that their new employer's sick leave policies will accept it. Ms. Smith further clarified the City pays out the balance of vacation time an employee may have accrued during their tenure with the City.

Motion

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the updates to the Personnel Resolution as described above and as recommended by City Staff.

- C. March Financial Summary: Director Bean reviewed the Financial Summary as of March 31, 2024. The over/under balance in the General Fund is \$4,111,949.47, Downtown District (\$181,431.76) and Water & Sewer Fund \$257,144.67.

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

Director Bean reported expenditures should be at 75% in the General Fund, but they are currently at 71% which is lower than last year. The Downtown District's Over/Under balance is due to the purchase of the Christmas ornaments and other items. In addition, the Water & Sewer Fund expenditures are higher due to a major debt payment that was paid at the end of March.

Director Bean stated all of the financials are on target and are where she anticipated them to be at this time.

- D. Announcement of Director of Special Projects: City Manager Hildebran shared that Jared Wright will be the new Director of Special Projects for the City of Lenoir. Mr. Hildebran stated Mr. Wright has a lot of experience in being a Project Manager having previously worked with the City and McGill Associates.

- E. Contract; Retail Strategies: City Manager Hildebran recommended City Council approve the annual contract between the City of Lenoir and Retail Strategies for a fee of \$35,000 and authorize the City Manager to execute the contract. The purpose of the contract is for retail recruitment. The contract becomes effective July 1, 2024 through June 30, 2025.

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

Motion

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to approve the contract between the City of Lenoir and Retail Strategies in the amount of \$35,000 annually as recommended by City Manager Hildebran.

- F. Update; Public Communications: Joshua Harris, Public Information Director reported an estimated 500 people attended the Bike Festival in downtown Lenoir on Saturday, April 20. Mayor Joe Gibbons welcomed everyone to the event. Director Harris also thanked Staff members that volunteered including the Fire & Police Departments, Economic Development & Main Street Director Brenda Floyd plus City Councilmember Kimmie Rogers. Officer Marshall Ruppard held safety training classes and each child participating receiving a free helmet donated by NCDOT. They also received a ticket for a chance to win one of the many prizes which included 11 new bikes and other items donated by different organizations in the City.

Director Floyd briefly discussed finding a different way to count participants at next year's bike festival.

Director Harris also shared a Neon Bike Ride will be held on Friday, May 31 beginning at 8:30 p.m. in downtown Lenoir.

VI. Public Safety

- A. Update; Police Department: Brent Phelps, Police Chief, presented the following report about the possible Communication Center Consolidation with Caldwell County. Chief Phelps stated City Attorney Timothy Rohr is currently reviewing an agreement from Caldwell County regarding the consolidation of the City and County's communication centers. Chief Phelps shared the County currently has funding for a new communication center and has agreed to hire the Police Department personnel that currently work in the City's Center should they choose to accept an offer of employment and transfer to the County. Chief Phelps stated the City's annual cost is over \$700,000 per year and to replace the equipment in the room would be very expensive.

Chief Phelps pointed out that Burke and Watagua counties have consolidated their centers and noted it would designate the City as a stand-alone center. He stated that financially it is the best option for a new center.

- B. Bid Award; Lenoir Police Department (LPD) New Body Worn Cameras: Staff recommends City Council approval to award the low bid in the amount of \$106,978.60 to Kal-Tec Advisors for the purchase of 55 new body worn cameras (BWC's) and transition to Cloud storage to update the Department's current inventory and data storage configuration. Chief Phelps reported funding from lapsed salaries from the FY2023/2024 budget will be used to cover the cost of the cameras.

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

Chief Phelps reviewed the background information by stating in 2017, 55 BWC's were purchased in order to fully transfer into the newly acquired system. At that time, the decision was made to transition into Getax In-Car systems with every new patrol car purchased on an annual basis. Since 2017, the City has purchased (30) in-car cameras. According to their current vendor, the average life expectancy of BWC hardware is typically five-years. With that, the Department's current inventory of BWC's are past their life expectancy by two years and are no longer eligible for support through the manufacturer. Data storage related to their current BWC and In-Car systems are housed on an internal server.

Chief Phelps reiterated the Department is experiencing a 100% failure rate and about 98% of the cameras are at the end of life. He reported the City's IT Department feels the purchase is a good step for the City. Additionally, Chief Phelps emphasized the cameras will assist with transparency and stated the Department will maintain the cameras as they do weapons purchases by replacing ten (10) per year. He explained they currently use docking stations for their cameras but with the new cameras, an officer can upload their data from their vehicle.

Director Beal asked if the Department can purchase extra cameras with Chief Phelps saying Staff can remote in and watch video data on a camera. Chief Phelps stated the Department's four (4) School Resource Officers (SROs) will be assigned a camera first.

Motion

Upon a motion by Councilmember Perkins, City Council voted 7 to 0 to award the low bid of \$106,978.60 to Kal-Tec Advisors for the purchase of 55 new body worn cameras (BWC's) and transition to Cloud storage to update the Department's current inventory and data storage configuration as recommended by City Staff.

C. Update: Fire Department: Norman Staines, Fire Chief presented the following report:

- On April 1, the Department began using the reporting portion of its new reporting software (ESO).
- The Department will have a truck and crew at Whitnel Elementary School in the evening on Thursday, April 25 as part of their "Reading Night".
- The Department will have a truck and crew at the Child Health and Safety Fair on Monday, April 29 in the afternoon at the Caldwell County Health and Human Services Building.

VII. OTHER

- A. May Calendar: The calendar for the month of May was provided in the packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

- A. There being no further business, the meeting was adjourned at 9:22 a.m.

Attachments

Budget Amendment (Linkside Connector/Hotel Street)
March Financial Summary
Personnel Resolution Updates

Tuesday, April 23, 2024
Minutes-Committee of the Whole

Retail Strategies Contract
Bid Tab-New Body Worn Cameras

2023-2024 Fiscal Year			
Budget Amendment			
Tuesday, April 23, 2024			
Request for amendments to be made to the annual budget ordinance for the fiscal year end 6/30/2024.			
ITEM 1: ALLOCATE FUNDING FROM THE GENERAL FUND FOR THE LINKSIDE CONNECTOR PROJECT.			
Account Number	Department	Increase	Decrease
4130	FINANCE		37,665.00
4701	LINKSIDE CONNECTOR	37,665.00	
	TOTAL EXPENDITURE CHANGES	-	
	NET EFFECT ON THE GENERAL FUND BUDGET	-	



**City of Lenoir
Financial Summary
As of 3/31/2024**



General Fund					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Total Revenue	\$ 22,066,505.00	\$ 19,757,712.02	90%	\$ 850,927.99	\$ 18,906,784.03
Expenditures	\$ 22,066,505.00	\$ 15,645,762.55	71%	\$ 407,264.26	\$ 15,238,498.29
Over/Under	\$ -	\$ 4,111,949.47		\$ 443,663.73	\$ 3,668,285.74
Downtown District					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Revenues	\$ 236,900.00	\$ 48,900.84	21%	\$ 8,216.48	\$ 40,684.36
Expenditures	\$ 236,900.00	\$ 230,332.60	97%	\$ (40,551.22)	\$ 270,883.82
Over/Under	\$ -	\$ (181,431.76)		\$ 48,767.70	\$ (230,199.46)
Water/Sewer Fund					
	2023-2024 Budget	3/31/2024	% of Budget	Change from Previous Year	3/31/2023
Revenues	\$ 10,726,980.00	\$ 8,445,382.74	79%	\$ 613,825.54	\$ 7,831,557.20
Expenditures	\$ 10,726,980.00	\$ 8,188,238.07	76%	\$ 2,601,195.38	\$ 5,587,042.69
Over/Under	\$ -	\$ 257,144.67		\$ (1,987,369.84)	\$ 2,244,514.51

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PERSONNEL POLICY REVISIONS –

*New wording is highlighted in yellow and deleted wording is shown as a strikethrough.

Section 3. Outside Employment

The work of the City shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in advance to the employee's supervisor by completing the Secondary Employment Form, who in turn will report it to the Department Head and the City Manager. They will review such employment for possible conflict of interest and then submit a record of the employment and review to the personnel file. Conflicting or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment *include but are not limited to:*

- a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- b) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's City duties.

Employees on a leave of absence, including FMLA or any other type of leave, may not engage in outside/secondary employment while on leave if the duties of that employment involves performing duties prohibited, restricted or limited by their leave documentation from their primary/City job. Violating this policy is considered misconduct and may result in immediate termination of both the leave of absence (including FMLA leave) and employment.

Section 14. Transfer of Sick Leave from Previous Employer

The City will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the City of Lenoir. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee's sick leave balance immediately upon receipt of the documentation from their previous employer. ~~upon completion of their probationary period.~~

Section 17. Family and Medical Leave

The City will grant up to 12 weeks of family and medical leave per *twelve months* to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the City's Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. *Earned*

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Compensatory time may not be used during FMLA leave. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition of the employee.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity or more than three days would be considered a serious health condition.

If the birth parent and non-birth parent ~~a husband and wife~~ both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the birth parent and non-birth parent ~~husband and wife~~ together may only take a total of 12 weeks leave under FMLA.

Section 18. Medical and Family Leave - Certification

In order to qualify for leave under this law, the City requires medical certification. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is a sudden one. The certification should be furnished as soon as possible (no longer than 15 days from the date of the employee's request). The certification and request must be made to the Department Head and filed with the Human Resources Manager.

The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy and received approval of the request by the City Manager.

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CITY OF LENOIR

REQUEST FOR APPROVAL OF SECONDARY EMPLOYMENT

City of Lenoir permits Full Time Employees (FTE) both Exempt and Non-Exempt to hold external occupational interests or "Secondary Employment" positions outside of their City employment. "Secondary Employment" is defined as any additional work for compensation external to the City of Lenoir that may include but is not limited to self-employment, contractual, commission, temporary, part-time and full time opportunities.

The work of the City shall take precedence over other occupational interests of employees. All outside employment for wages, salaries or commissions to include self-employment must be reported to the supervisor and Department Head who in turn will provide notice to the City Manager. The Department Head and City Manager will review "Secondary Employment" reports for potential conflict(s) of interest. Approval documentation of "Secondary Employment" shall be kept on file in the City of Lenoir Human Resources Department specific to the employee's personnel file.

Annually, Department Heads should revisit the "Secondary Employment" report for compliance to include addressing any change in status. The annual "Secondary Employment" review should be conducted in conjunction with the employee evaluation period. Conflicting or unreported "Secondary Employment" may constitute disciplinary action up to and including dismissal.

Approval for secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on primary employment.

Employee: _____ Job Classification: _____

Department: _____ Division: _____

Secondary Employer: _____

Nature of employer's business and description of duties to be performed:

(If additional space is needed, continue on the reverse side.)

Work Schedule (days/times of work): _____

Employee Certification:

I understand:

- the policy governing secondary employment. My secondary employment will not have any impact on and will not create any possibility of conflict with my primary employment.
- that failure to provide accurate information regarding my secondary employment approval request or to follow all policies regarding secondary employment may subject me to disciplinary action up to and including dismissal.

Employee Signature: _____ Date: _____

Review/Approval Signatures:

Immediate Supervisor: _____ Date: _____

Department Head: _____ Date: _____

Human Resources Manager: _____ Date: _____

City Manager: _____ Date: _____

[BABC 3-7-16]

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Lenoir, North Carolina and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the 22nd day of April, 2024 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the "Services");

- A. **Research.** The Consultant will identify the Client's retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant's client web portal known as "Basecamp." One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$35,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
July 1, 2024 – June 30, 2025	Due July 1, 2024	\$35,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Scott Hildebran. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of

work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

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7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Lenoir, North Carolina
801 West Avenue NW
Lenoir, North Carolina 28645
Attention: Scott Hildebran

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity

Tuesday, April 23, 2024
Minutes-Committee of the Whole

any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party

from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts: Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

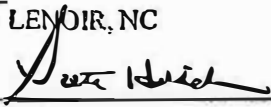
[SIGNATURE PAGES FOLLOW]

Tuesday, April 23, 2024
Minutes-Committee of the Whole

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

CITY OF LENOIR, NC

By: 

Name:

Title:

Date:

Scott Henderson

City Manager

4/23/2024

CONSULTANT:

RETAIL STRATEGIES, LLC

By: 

Name:

Title:

Date:

Robert N. Sally Jr.

Principal / CEO

4/23/2024

Tuesday, April 23, 2024
Minutes-Committee of the Whole



City of Lenoir Police



Council Action Form

I. Agenda Item:

This agenda item calls for council to approve the police department to purchase 55 new body worn cameras (BWC's) through Getac and transition to Cloud storage in order to update our current inventory and data storage configuration. Funding to be used from lapsed salaries from the existing FY 2023/2024 budget.

II. Background Information:

In September, 2017, 55 BWC's were purchased in order to fully transfer into the newly acquired system. At that time the decision was made to transition into Getac In-Car systems with every new patrol car purchased on an annual basis. Since 2017, the City of Lenoir has purchased (30) in-car camera systems. According to our vendor, the average life expectancy of BWC hardware is typically five years. With that, our current inventory of BWC's are past their life expectancy by two years and are no longer eligible for support through the manufacturer. Data storage related to our current BWC and In-Car systems are housed on an internal server.

III. Staff Recommendation:

Quotes:	Kal-Tec Advisors	\$ 106,978.60
	D.R. Ebel Police & Fire Equip.	\$ 123,322.26
	Interceptor Public Safety	No bid received

Staff sought three quotes and recommends awarding the bid to Kal-Tec Advisors as the lowest bidder. Thank you.

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Chief:  _____	Date: 4/17/2024

Tuesday, April 23, 2024
Minutes-Committee of the Whole



614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161



QUOTE

GETAC BWC04 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

Quote Date: April 11, 2024
Expires: May 10, 2024

Quote ID: KTA LPD04092024D Revised

CUSTOMER Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	SHIP TO: Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	PREPARED BY: Kelli Worley KLWorley@Gmail.com (919) 449-6161
---	---	---

Body Worn Camera Devices and Accessories				
Description	MSRP Price	Qty	Price	Extended Price
BWC (BC-04-4K-LTE) - 128GB + UHD/FHD/HD/WVGA+ WiFi + GPS + BLE 1 year hardware warranty	\$699.00	55	\$632.13	\$34,767.15
Body Worn Camera Adjustable Pocket Mount	\$79.00	55	\$76.80	\$4,224.00
Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used for in-car and at home for charging.55 officers x 2=110 + 10 spare=120qty	\$39.00	120	\$36.00	\$4,320.00
Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$126.00	30	\$116.33	\$3,489.30
Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$19.00	30	\$15.20	\$456.00
Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US), 25th month device refresh option program,	\$1,399.00	1	\$1,299.57	\$1,299.57

Tuesday, April 23, 2024

Minutes Committee of the Whole



614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161

SBAWOSB
Virginia Cloud Storage, Inc.

Device Extended Hardware Warranties				
Description	MSRP Price	Qty	Price	Extended Price
BC-04-LTE 4K Devices: Extended Warranty. Year 2&3	\$174.99	55	\$154.33	\$8,488.15
BC-04 Single Dock Devices: Extended Warranty - Year 2&3	\$19.99	30	\$17.79	\$533.70
BC-04 8 port Multi-Dock Device: Extended Warranty - Year 2&3	\$129.99	1	\$114.64	\$114.64

Cloud Storage, Support & Software License				
Description	MSRP Price	Qty	Price	Extended Price
In-Car Video Systems: 1 YEAR of Getac Cloud 60g per device + SW License. Monthly Plan. 30 Devices x 12 months = 372qty	\$61.00	360	\$41.00	\$14,760.00
BWC04 Devices: 1 YEAR of Getac Cloud - Monthly Plan 2 (Cloud 30G, SW maintenance) 55 devices x 12 months=660qty	\$39.00	660	\$26.04	\$17,186.40
Multi-Dock Device; 1 YEAR :Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	\$17.00	12	\$14.00	\$168.00

BWC04 Installation, Deployment & Training: Cloud Set-Up: All Devices				
Description	MSRP Price	Qty	Price	Extended Price
Deployment Service, 1 Remote Setup Day / Up to 3 Days Onsite (Project/Training)	\$9,500.00	1	\$8,493.58	\$8,493.58
Extra Day On-Site for Cloud Migration	\$1,600.00	1	\$1,410.00	\$1,410.00

Deployment Services: On-site services provided by our technical team to transition Lenoir over to the BC-4K this is essentially a brand-new deployment. All the docks will need to be switched out, vehicles will need to be tested for functionality with the BC-4K, server configuration will need to take place, and training and refresh training will need to be completed. No CAD integration.

If the department moves forward with this purchase at any time during the renewal time period (April 2024-March 2025) this quote would be adjusted to include a credit for any pre-paid dollars left during that term towards this purchase

Total	\$100,026.79
Shipping	\$200.00
Tax	\$6,751.81
EXTENDED TOTAL	\$106,978.60



Tuesday, April 23, 2024
 Minutes-Committee of the Week
POLICE & FIRE EQUIPMENT
 3203 Woodville Road
 Northwood, OH 43619



Voice: 419-698-4004 Fax: 419-698-1144
 Email: info@drebel.com

QUOTE NO.

041-5898

Lenoir Police Department 1035 West Ave. NW Lenoir, North Carolina 28645 Ph: 828-757-2100	DATE	SALESPERSON
	04/16/2024	DME
	CUST NO.	DURATION VALID FOR
	LNRPD03	15 Days
	TERMS	
	Net 10	

Qty	ID No.	DESCRIPTION	SALE PRICE	NET PRICE
55	GVS-OVWX4XXXXX1	BWC (BC-04-4K-LTE) - 128GB + UHD/FHD/HD/WVGA+ WiFi + GPS + BLE 1 year hardware warranty	\$679.00	\$37,345.00
55	GVS-GE-SVBKEXT2Y	BC-04-LTE 4K Devices: Extended Warranty. Year 2&3	\$164.99	\$9,074.45
30	GVS-ORB63U	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$120.00	\$3,600.00
30	GVS-GE-SVVDEXT2Y	BC-04 Single Dock Devices: Extended Warranty - Year 2&3	\$17.00	\$510.00
120	GVS-ORB46X	Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used in-car and at home for charging.55 officers x 2=110 + 10 spare=120qty	\$37.00	\$4,440.00
1	GVS-OD4DEU	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US),	\$1,299.00	\$1,299.00
1	GVS-GE-SVMKEXT2Y	BC-04 8 port Multi-Dock Device: Extended Warranty - Year 2&3	\$120.00	\$120.00
12	GVS-OUA07X	Multi-DockDevice; 1 YEAR :Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	\$16.00	\$192.00
55	GVS-ORB363	Body Worn Camera Adjustable Pocket Mount	\$70.00	\$3,850.00
30	GVS-ONX0GX	Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$18.00	\$540.00
360	GVS-OUA02X	In-Car: 1 YEAR of Getac Cloud 60g per device + SW License. Monthly Plan. 30 Devices cars	\$60.00	\$21,600.00
660	GVS-OUA02X	BWC04 Devices: 1 YEAR of Getac Cloud - Monthly Plan 2 (Cloud 30G, SW maintenance) 55 Cameras	\$35.00	\$23,100.00
1	GVS-OZX0AX	Deployment Service	\$9,200.00	\$9,200.00
1	GVS-OZX04X	Extra Day On-Site	\$1,500.00	\$1,500.00

Sub total	\$116,370.45
Freight	\$200.00
Sales Tax	\$6,751.81
Total	\$123,322.26



614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161

SRAWOSB
Veteran Owned Small Business

QUOTE

GETAC BWC04 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

Quote Date: April 11, 2024

Quote ID: KTA LPD04092024D Revised

Expires: May 10, 2024

CUSTOMER Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	SHIP TO: Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	PREPARED BY: Kelli Worley KLWorley@Gmail.com (919) 449-6161
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Body Worn Camera (BC-04), magnetic quick release charging USB cable. Used for in-car and at home for charging. 55 officers x 2=110 + 10 spare=120qty	\$39.00	120	\$36.00	\$4,320.00
Body Worn Camera (BC-04) - Single Port Dock (VD-04L), with 20W PD3.0 Adapter(US), with USB/Ethernet interface, 25th month device refresh option program	\$126.00	30	\$116.33	\$3,489.30
Ethernet Cable for in-car dock - RJ45/CAT5e (25 ft)	\$19.00	30	\$15.20	\$456.00
Body Worn Camera (BC-04) - 8 Port Multidock with Datamover (MD-04D), includes 150W AC Adapter (US), 25th month device refresh option program,	\$1,399.00	1	\$1,299.57	\$1,299.57



614 Van Thomas Drive
Raleigh, NC 27615
919-449-6161



QUOTE

GETAC BWCo4 LTE Upgrade & Agency Cloud Migration 3 Years Storage, Warranty, Support

Quote Date: April 11, 2024

Quote ID: KTA LPD04092024D Revised

Expires: May 10, 2024

<u>CUSTOMER</u>	<u>SHIP TO</u>	<u>PREPARED BY</u>
Lenoir Police Department Major Wilson 1035 W. Ave NW Lenoir, NC 28645	Lenoir Police Department Lt. Howard 1035 W. Ave NW Lenoir, NC 28645	Kelli Worley KLWorley@Gmail.com (919) 449-6161

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EXTENDED TOTAL	\$106,978.60



D. R. Ebel
POLICE & FIRE EQUIPMENT
 3203 Woodville Road
 Northwood, OH 43619



QUOTE NO.

041-5898

Voice: 419-698-4004

Fax: 419-698-1144

Email: info@drebel.com

Lenoir Police Department 1035 West Ave. NW Lenoir, North Carolina 28645 Ph: 828-757-2100	DATE	SALESPERSON
	04/16/2024	DME
	CUST NO.	DURATION VALID FOR
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