

Tuesday, March 4, 2025
Minutes-City of Lenoir Council Meeting

**LENOIR CITY COUNCIL
TUESDAY, MARCH 4 , 2025
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Crissy Thomas, Ralph Prestwood, Kimmie Rogers, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and Attorney Will Sparks who filled in for City Attorney Timothy Rohr.

ABSENT: Councilmember Todd Perdue and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Economic Development Main Street Director Brenda Floyd, Director of Special Projects & Grants, Jared Wright, Public Information/Communication Director, Joshua Harris and Crystal McCurry, Customer Service Team.

I. CALL TO ORDER

A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

SYMPATHY; ROB

WINKLER: B. On behalf of City Council, Mayor Gibbons extended sympathy to the family of former Recreation Director Rob Winkler and his wife Elizabeth upon her mother's passing. He asked everyone to keep the family in their thoughts and prayers.

SYMPATHY; BOBBY

WHITE: C. On behalf of City Council, Mayor Gibbons extended sympathy to the family of former Caldwell County Manager and former Project Manager at the Economic Development Commission (EDC) Bobby White upon the passing of his wife, Alice. He asked everyone to keep this family in their thoughts and prayers.

**TERRANCE BANNER;
THOUGHTS & PRAYERS:**

D. On behalf of City Council, Mayor Gibbons asked everyone to keep Terrance Banner, Superintendent, Blue Ridge Memorial Park in their thoughts and prayers as he continues to recover from a recent heart attack.

THOUGHTS &

PRAYERS: E. On behalf of City Council, Mayor Gibbons asked everyone to keep his wife Becky in their thoughts and prayers as she fell and broke her foot.

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**L.A. DYSART AWARD
WINNERS & CALDWELL
VISIONARY AWARD:**

- E. Mayor Gibbons shared that Jerry Church, retired Town Manager of Granite Falls and Dr. Helen Hall, retired educator received the L.A. Dysart Man and Woman of the Year awards for 2024 at the awards ceremony recently. In addition, he stated that the late Sylvia Greene was honored with the Caldwell Visionary Award for all that she accomplished and did for the community.

**SPECIAL RECOGNITION;
DUSTIN JONES:**

- F. On behalf of the Customer Service Team, Dustin Jones was recognized for providing exceptional "Service beyond Measure." Dustin's nomination was chosen as the most deserving nomination of 2024 and he received a certificate for 8 hours off with pay.

Crystal McCurry, Customer Service Team Member stated she has worked at the Police Department for two years. She read a statement of Dustin's nomination and stated others at the Department always talked about how helpful Dustin is. She shared that Dustin works at Vehicle Services and was closing up the garage one afternoon when a Lenoir Police Officer arrived needing his headlight changed. She stated Dustin opened back up the garage and replaced the headlight for the officer and never complained. Ms. McCurry reiterated that Dustin is very friendly and always has a smile on his face.

Dustin thanked City Council and stated he has worked for the City for over a year and really enjoys his job and coming to work each day. He further commended Superintendent Beth McMahan for being so great to work with as well. Dustin also introduced his wife and family.

Public Communications Director Joshua Harris said the Customer Service Team has 11 members and he explained how employees can go online and submit a Golden Ticket nomination. The Customer Service Team reviews the nominations and recognizes employees quarterly for their "Service beyond Measure" as well as chooses the annual winner from all of the nominations.

Superintendent McMahan congratulated Dustin and said she appreciated him.

**ANNUAL REPORT; LENOIR
POLICE DEPARTMENT:**

- G. Chief of Police Brent Phelps presented the Police Department's 2024 Annual Report to City Council. (A copy of the full report is available at www.cityoflenoir.com/Police.) Chief Phelps stated their statistics were very consistent with their 2023 numbers. In addition, he reported there was a 4% increase in crimes against persons and the City did not have any murders. There was a 9% increase in crimes against society and a 12% increase in crimes against property.

Next, Chief Phelps stated the Department received 328 animal complaint which is a 12% increase over 2023. He shared there was a 2% increase in Involuntary commitments which is the highest in 4 years. In 2023, there was a 21% decrease in overdoses and a 26% decrease in opioid induced overdoses. Chief Phelps reported that out of 68 overdoses, Narcan saved 49 lives. He mentioned that Caldwell Restart has been very beneficial in helping these individuals and there are currently ten individuals in their program.

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Chief Phelps reported there were 1,032 traffic crashes, 3,183 vehicle stops and 2,027 citations with 1,258 warnings. Next, he pointed out that the Investigations Division recovered \$269,353 in recovered stolen property including vehicles, \$4,149,591 in illegal narcotics seized (including assists) and \$480,812 in cash and property seized (including assists.)

Also, the Communications Center processed 40,689 CAD calls, the Patrol Division had 24,832 service calls which is a 3% increase over 2023. There were 1,553 criminal cases and 215 nuisance cases with 111 being owner abated and 33 city abated. Next, Chief Phelps reviewed a spreadsheet of enforcement by race and shared there were 38 use of force incidents which is a 25% reduction over 2023. As an example, he explained if six Officers are providing securing at a football game and experienced an incident, that number would be counted as six.

Additionally, the Department had 10,278 training hours and 36 received professional certificates. During Hurricane Helene, Officers responded to over 1,000 calls for service due to the hurricane. Officers assisted Firefighters in cutting trees to open up roadways and help residents escape to safer areas.

Chief Phelps reported the Department implemented the first-ever Cadet Camp with 21 local youths to learn about law enforcement, EMS and the Fire Department. The highlight of the week was 9 campers learning to swim. He also shared their building and equipment accomplishments, reviewed their Department policy, and further reviewed their personnel activity along with succession planning.

In 2024 the Department was able to have a School Resource Officer (SRO) in every school in Lenoir. Two of the SRO's completed D.A.R.E. Instructor School and are ready to teach. Chief Phelps stated recruiting and retention is critical to their success but it remains a challenge. The NC Basic Law Enforcement Training (NC BLET) has further extended its curriculum from 640 hours to 868 hours which is a 36% increase in training time.

On behalf of City Council, Mayor Gibbons thanked Chief Phelps for the good report.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 18, 2025, as submitted.
- B. Agreement; WPCOG Stormwater Partnership: Approval of the Agreement between the Western Piedmont Council of Governments (WPCOG) and the City of Lenoir for Assistance in Supporting the Western Piedmont Council of Governments from July 1, 2025 through June 30, 2027 at a cost of \$117,456. (A copy of the agreement is attached to these minutes for information.)

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

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

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A. Items of Information

PLANNING

BOARD: 1. The Planning Board will on Monday, February 24 at the City/County Chambers. Chambers.

**COMMITTEE OF
THE WHOLE:**

2. The Committee of the Whole will meet on Tuesday, February 25 at City Hall, Third Floor Conference Room.

**FOOTHILLS REGIONAL
AIRPORT AUTHORITY:**

3. The Foothills Regional Airport Authority will meet on Wednesday, March 5 at noon at the Airport Facility.

CITY COUNCIL

PLANNING RETREAT:

4. The City Council Planning Retreat will be held on Friday, February 28 at 8:30 a.m. at the Blue Ridge Energy meeting room.

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

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

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF LENOIR
 NPDES MS4 Permit #: NCS000474
 FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
 STORMWATER PARTNERSHIP
JULY 1, 2025 – JUNE 30, 2027

This AGREEMENT, to be effective on the 1st day of July, 2025, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Storm Water Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. ("Stormwater Partnership" hereinafter); and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the NPDES Phase II six minimum measures through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

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

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the

work described in this contract.

4. **Compensation.** The Local Government will pay the Planning Agency a regional Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit A. The City of Lenoir's calculated Stormwater Partnership fee for the period beginning July 1, 2025 and ending June 30, 2027 is not to exceed \$117,456.00 (one hundred seven thousand four hundred and fifty-six dollars). These fees will be billed in eight quarterly payments.

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's program. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate.

6. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

7. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2025 and ending June 30, 2027.

8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the

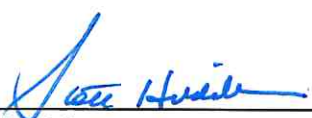
benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

10. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

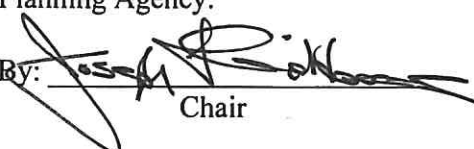
LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: 
City Manager

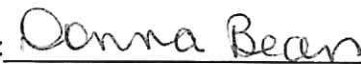
By: _____
Executive Director

By: 
City Clerk

Planning Agency:
By: 
Chair

Preaudit statement:

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

By: 
Local Government Finance Officer