

Tuesday, May 27, 2025
Minutes-Committee of the Whole

**COMMITTEE OF THE WHOLE
TUESDAY, MAY 27, 2025
8:30 A.M.**

Present: Mayor Joe Gibbons, Mayor Pro- Tem David Stevens, Jonathan Beal, Ralph Prestwood and Kimmie Rogers.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Economic & Main Street Director Brenda Floyd, Downtown Event Planner, Ashley Smith, Planning Director Hannah Williams, Public Services Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Parks & Recreation Director Phil Harper, Assistant Fire Chief Norman Staines. Police Chief Brent Phelps, Major Andy Wilson, Director of Special Projects & Grants Jared Wright, and Communications Director Joshua Harris.

Absent: Todd Perdue, Ike Perkins and Crissy Thomas.

I. CALL TO ORDER

Mayor Pro-Tem David Stevens welcomed everyone and called the meeting to order.

II. CITIZEN COMMENT

III. FY2025-26 BUDGET FOLLOW UP

- A. City Manager Hildebran asked City Council if anyone has any questions regarding the recommended FY2025-26 Budget. He stated the budget is available for review online at www.cityoflenoir.com/budget.

IV. PUBLIC SAFETY

- A. Update; Police Department: Police Chief Brent Phelps presented the following report.

1. Nuisance Code Enforcement Case: Chief Phelps stated the Police Department contacted Attorney Angie Clark, Alcohol Law Enforcement Agency (ALE) for assistance regarding a Nuisance Code Enforcement case involving the Red Roof Inn.

Chief Phelps reported there have been 33 overdoses at the hotel but no deaths have occurred. However, Chief Phelps reported there have been several deaths in the woods behind Red Roof Inn. He stated a meeting with the owner of the property is scheduled in the near future. He stated the goal is not to seize the property but to go through the civil court process where stipulations may be placed on the property and the owner. Chief Phelps further said the Police Department's goal is to clean up the property before any deaths may occur.

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Attorney Angie Clark, Alcohol Law Enforcement Agency (ALE) discussed retaining outside Counsel for this issue. Next, she referred to the issues of overdoses/crimes and emphasized there was a very real risk that the City of Lenoir could be held liable.

Chief Phelps explained the owner was absent from the property a lot of the time and allows this type of activity to occur. He reiterated there is a greater chance of legal fees for the City. Chief Phelps asked for support from City Council for this proposed action. He reported ALE has not lost any nuisance cases and said this is a strong case.

Councilmember Prestwood asked if the City could force the owner to sell in order to slow the problem down. Chief Phelps stated individuals have rented rooms there using FEMA vouchers and he would like to resolve the issue if possible. Chief Phelps stated Attorney Clark could use temporary restraining orders (TRO's) and injunctions plus she could ask for additional assistance from ALE if necessary.

Motion

Upon a motion by Councilmember Beal, City Council voted 4 to 0 to retain outside Counsel as recommended.

2. Resolution; Surplus Property: Approval of a resolution to declare the following police weapon and police badge of Senior Detective Jason Parker, upon retirement, as surplus and no longer have any additional use to the City of Lenoir (Sig Sauer P-320 Pistol, Serial Number 58J478013) as per N.C.G.S. §20-187.2 and as recommended by the Police Department.
3. Resolution; Surplus Property: Approval of a resolution to declare the following police weapon and police badge of Lieutenant Christopher Robinson, upon retirement, as surplus and no longer have any additional use to the City of Lenoir (Sig Sauer P-320 Pistol, Serial Number 58J472243) as per N.C.G.S. §20-187.2 and as recommended by the Police Department.

Copies of the surplus resolutions are attached to these minutes as information.

City Council will recognize Senior Detective Jason Parker at the June 3 City Council meeting and Lieutenant Christopher Robinson at the June 17 City Council meeting.

Motion

Upon a motion by Councilmember Beal, City Council voted 4 to 0 to adopt a surplus resolution to declare the police weapon and police badge of Senior Detective Jason Parker as surplus and to adopt a surplus resolution to declare the police weapon and badge of Lieutenant Christopher Robinson as surplus as recommended by the Police Department.

B. Update; Fire Department: Fire Chief Norman Staines presented the following report:

- Chief Staines stated the Fire Department was again approved to participate in the "Smoke Detector Saturday" program. They received the maximum of 36 detectors and will focus on areas that they have experienced the most fires from May 2024 to May 2025. The detectors will be installed from June 1st to 7th.
- Staff are working on their annual hydrant tests and inspections that are required as a part of the ISO rating process. Staff will inspect all hydrants within the City and test 20% of the hydrants.

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- The Department is facing several retirements of two Captains before the end of the year. They also have an opening by a firefighter going to Hickory.

V. PUBLIC SERVICES

A. Public Services Public Works: Public Services Public Works Director Jon Hogan presented updates on the following projects:

1. **LFD Infrastructure Repair (Sinkhole)**: WK Dickson is working on plan amendments based on McGill's utility relocation plans.
2. **Hospital Avenue Sidewalk Project**: Contract documents have been submitted to NCDOT, the Construction Engineering & Inspection (CEI) report was reviewed locally and approved, and those have been submitted to the portal for full review and approval.
3. **Phase II Gateway Project**: Destination by Design is working on bid documents and NCDOT encroachments.
4. **Veteran's Memorial Project**: Markers have been ordered, Director Joshua Harris is providing names.
5. **Clock Tower**: Steel was delivered and Spann began processing and cutting last week.
6. **Greenway Links**:
 - **Zacks Fork Connector Loop**: Project is a little over 50% complete with paving contractor scheduled to be in town this week.
 - **HWY 18 Crossing**: Mattern and Craig are working on NCDOT submittal.
7. **Beautification Projects**:
 - **Main & Creekway**: Complete
 - **HWY321 Sculpture**: Complete
 - **Harper Planters**: Ordered/ Had an issue with color
 - **Downtown**: Currently mulching and river rock installation.
8. **Harper Ave. Streetscape**: Survey work has taken place over the past two weeks. Traffic counts and analysis will begin this week.

B. Public Services Public Utilities: Public Services Public Utilities Director Jeff Church presented updates on the following projects:

1. Finley Avenue Water Project: Bids were received on May 20th for the Finley Avenue Water Project and the low line contractor is TP Howard's Plumbing, Inc. out of Asheville with a bid amount of \$6,092,350. The City only received one tank bid from Caldwell Tanks, Inc. in the amount of \$2,063,700 with a 5% contingency, approximately \$408,000, and soft costs added in the total budget is approximately \$9.4 million. The City has \$6.3 million in appropriations leaving a shortfall of approximately \$3.1 million. McGill Associates is currently assisting the City in requesting additional funds from the State and is working on the certified bid tab/recommendation letter.
2. East Harper and Ridge St / West Ave Sewer Replacements: The bid opening for the combined project was scheduled for Thursday May 8, 2025 and there were no bids received. Staff is currently discussing the separation of the projects and determining an appropriate time to send out the advertisement for the rebid.

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3. Valdese Water Interconnection: The preliminary evaluation is being reviewed internally and following the review, the report will be provided to City staff for their review and discussion.

VI. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority met on May 29. Brenda Floyd, Economic Development and Main Street Director reported on current activities.
- Member Julie Bentley gave birth to a baby girl Lucy last week.
 - The Lenoir Business Advisory Board will meet on Thursday, June 12 at 6:00 p.m.
 - Two individuals completed the Main Street Site Visit which is part of the accreditation process.
 - A Memorial Day Celebration will be held on Sunday, May 25 from 5:00 p.m. until 7:00 p.m. downtown with a gun salute and dueling taps.
 - The Neon Night Ridge has been rescheduled for June 27 at the Rotary Soccer Complex.
 - Two individuals completed the Main Street Site Visit which is part of the accreditation process.
 - Friday Night Live Concerts begin on June 6 with the band Scarlet Darlin performing.
 - The Annual Blackberry Festival will be held on Friday, July 11 and Saturday, July 12 in downtown Lenoir.
 - A ribbon cutting will be held on Friday, May 30 at 5:00 for the Cork and Barrel and Banquet Shop.
 - The Splash Pad and Rotary Peace Pole are slated to be installed soon.
 - Planning will be participating with Caldwell Council for the 5-America 250 for 2026.
 - Winifred Rhea is the new summer Intern for the Planning Department and Main Street.
- B. Planning Board: The Planning Board met on Monday, May 19 at the City/County Chambers. Hannah Williams, Planning Director presented a report of current projects.
- There are two public hearings scheduled for the June 17, City Council meeting. One is for a Special Use Permit for the Finley Avenue Water Tank project and the second public hearing is for a rezoning for property located on 824 Lower Creek Drive.
 - Planning Board Sidewalk Subcommittee will hold two listening sessions in June, one on June 2nd with city staff in the 3rd floor conference room, and one on June 9 with downtown business owners at Fercott Fermentables.
 - Director Williams informed Council that the city has permitted 20 single family homes in 2025 so far, and that a new duplex is being built on East Harper Avenue.
- C. Capital Project Budget Ordinance; Change Order #77374: Director Williams presented the Wayfinding Sign Package Change Order #77374 in the amount of \$82,541.77 for City Council's consideration of approval.

Director Williams explained the project is to be funded by an ARC Grant, ARPA Revenue Replacement funds and an allocation from the Lenoir Tourism Development Authority (LTDA). Due to the issues listed on the Council Action Form the bid from Rite Lite Signs, Inc. which was awarded on January 2, 2024 in the amount of \$414,960 needs to be amended to \$497,501.77.

(A copy of Changer Order #77374 and a copy of Council Action Form listing the issues for the increase are attached to these minutes as information.)

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Motion

Upon a motion by Councilmember Beal, City Council voted 4 to 0 to adopt the Capital Project Budget Ordinance Change Order #77374 for the Wayfinding Signs Capital Project in the amount of \$82,541.77 as submitted and as recommended.

- D. Update; Freeze and Nichols: Danny Wilson, Freese and Nichols gave a power point presentation on the Comprehensive Plan draft and the Parks and the Recreation Master Plan draft. Mr. Wilson invited questions, comments, and edits from City Council and Department Directors.

On behalf of City Council, Mayor Gibbons thanked Mr. Wilson for the great presentation.

- E. Parks and Recreation Advisory Board: The Parks and Recreation Advisory Board did not meet in May. Phil Harper, Recreation Director gave the following report:
- Registration continues until the end of the month for the JH Jones Summer Basketball League at the Martin Luther King, Jr. Center for ages 8 – 13.
 - Spring athletics of T- Ball, Baseball and Softball concludes with regular season Friday evening.
 - Pickleball Ladder League plays every other Thursday from 6-8 pm. There are a total of 24 teams.
 - Youth tennis lessons are held on Monday's from 5:30-6:15 pm.
 - Tae Kwon Do lessons are held on Tuesday and Thursday from 5:30-7:30 pm.
 - The shelter and room rentals are going well.
 - Attendance continues to increase with youth/adult open basketball and youth & adult pickleball.

VII. Director of Special Projects and Grants Jared Wright gave the following report:

PROJECT UPDATES

1. **MLK Improvements:** The tennis courts have been resurfaced and the exercise equipment was delivered and set up at the Martin Luther King, Jr. Center (MLK). The Public Works Department removed the landscaping. Exterior paint and gutter color selection is underway. Remaining work includes exterior cleaning and paint, gutters, basketball court restriping, concrete replacement for ADA, and mini-splits for the office and kitchen. The project will be completed by late June.
2. **Update; PARTF Project:**
LAFC Design-Build: The schematic design and planning is complete for the Lenoir Aquatic & Fitness Center (LAFC). Deliverables include(d) SD plans, preliminary schedule, logistics plan for construction phasing, list of subs, and preliminary budget. JM Cope plans to move through design development and advertise for bids in 4 weeks. Staff is estimating to receive the Notice to Proceed (NTP) by August 1, 2025. Longer lead items may include new lockers, whirlpool (note location change) and surprise new element.
3. **Soccer Complex:** Public Works staff are working on landscaping at the picnic shelter and splash pad. A Ribbon-cutting may be delayed until June 14, 2025. Also, additional small recreational elements have been ordered for the Lenoir Aquatic & Fitness Center including concrete cornhole and ping pong boards.
4. **Campus Improvements Project:** The subcontractor outreach event is scheduled for June 4, 2025. The sub pre-qualification process will run for 28 days, permitting submittals are being

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finalized, bid dates will be forthcoming, phasing also being discussed for OVT Pavilion if necessary.

5. **Playground Equipment Replacement:** The ship date for the new playground equipment is June 6, 2025 and the equipment will be installed following delivery. Public Works staff will perform site & preparation work at the West End Park prior to delivery of a new playground set.

GRANTS/FUNDING APPLICATIONS

Update; Great Trails Funding Application: Staff submitted a \$497,994 funding application for the OVT Connector on November 12, 2024. Funding notification awards will be announced no later than June 30, 2025. An environmental document is required by September 2025 and Director Wright is beginning work on formatting the document in case the City of Lenoir is funded. The Western Piedmont Council of Governments (WPCOG) is assisting with the preparation of the document.

- VIII. **Finance and Administration:** Finance Director Donna Bean stated the Financial Summary of April 30, 2025 was presented to City Council at the May 22 City Council Budget Meeting and asked if there were any questions.

1. **Retail Strategies Update and Contract Renewal:** Joshua Davis, Retail Strategies participated in the meeting via Zoom. Mr. Davis presented a power point presentation pertaining to Retail Strategies, the company and their mission. (A copy of the contract is on file in the City Clerk's office.)

Motion

Upon a motion by Councilmember Beal, City Council voted 4 to 0 to approve the Contract Renewal with Retain Strategies for a three-year term as presented.

2. **Caldwell County Incentives Policy/City Policy Update:** City Manager Scott Hildebran informed City Council that Caldwell County is currently revising their incentive policy and he will review the policy with them upon completion.

- IX. **Update; Public Communications:** Joshua Harris, Public Information Director referred to the April 2025 Communication Report. There were 9 news releases, 178 social posts, 667 photos, 3 videos, and 56 web updates. The website had a total of 47,517 views along with 5,254 video views. Social followers total 60,199 and there were 250 new followers this month. Director Harris asked Staff to send him any news/stories they would like to have published.

X. OTHER

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

X1I. ADJOURN

- A. There being no further business, the meeting was adjourned at 10:35 a.m.

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Attachments

Contract with Attorney Angie Clark

Surplus Resolution (Jason Parker)

Surplus Resolution (Christopher Robinson)

Wayfinding Sign Capital Project Budget Ordinance –Change Order #77374

Retail Strategies Update and Contract Renewal



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Senior Detective Jason Parker upon his retirement from the Lenoir Police Department and Declaring his badge and service weapon as Surplus Property.

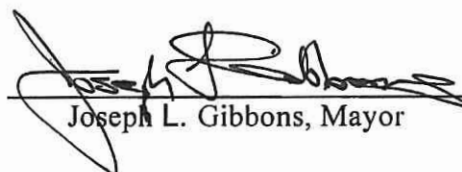
NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledges Jason Parker's loyal and dedicated service to the citizens of Lenoir, and the Mayor and City Council declare the following police weapon and police badge of Senior Detective Jason Parker upon retirement, as surplus and no longer have any additional use to the City of Lenoir {(Sig Sauer P-320 Pistol, Serial Number 58J478013)}
- 2) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

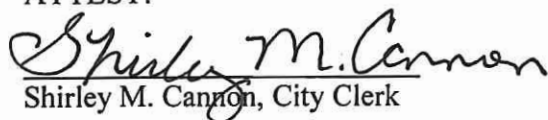
NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Senior Detective Jason Parker in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 27th day of May, 2025.

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
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

RESOLUTION

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Lieutenant Christopher Robinson upon his retirement from the Lenoir Police Department and Declaring his badge and service weapon as Surplus Property.

NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledges Christopher Robinson's loyal and dedicated service to the citizens of Lenoir, and the Mayor and City Council declare the following police weapon and police badge of Lieutenant Christopher Robinson upon retirement, as surplus and no longer have any additional use to the City of Lenoir {(Sig Sauer P-320 Pistol, Serial Number 58J472243}
- 2) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

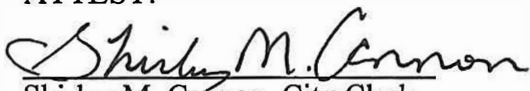
NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Lieutenant Christopher Robinson in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 27th day of May, 2025.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a change order for the Capital Project Budget Ordinance approved on January 16, 2024 for the Wayfinding Signs Capital Project.
- II. Background Information:** Attached for your consideration is Change Order #77374 to the Capital Project Budget Ordinance for the Wayfinding Signs Capital Project. The project is to be funded by an ARC Grant, ARPA Revenue Replacement funds and an allocation from the Lenoir Tourism Development Authority (LTDA). Due to the issues below, the bid from RiteLite Signs, Inc which was awarded in January 2nd of 2024 in the amount of \$414,960 needs to be amended to \$497,501.77. Once the change orders are finalized, a budget amendment will be presented and additional funding will be allocated.
- Costs for the signs increased due to the increase in cost over the last year of the brushed aluminum used on the signs with the cut out “Create With Us” on city ROW signs. Brushed Aluminum is a premium material sourced from a sub-vendor, not RiteLite, so the cost is out of their control. The cost would be lower if we didn’t need the cut-out because they could use a standard material.
 - When Rite Lite submitted the original bid, they were still under the impression that only city ROW signs could have the artwork embellishments. NCDOT approved the art, so they needed to correct items 3-5 of the attached Change Order #77374 to add the additional art work.
 - RiteLite Signs, Inc. is billing the City a surcharge for the extra project management due to delays from NCDOT. The project was ready for fabrication last year, however, NCDOT’s delayed comments, resulted in the need to re-work the signs and thus the surcharge of \$9,945. (See item 6).
 - There is a possibility of an additional increase that is not accounted for in the current change order due to the hydro-vac holes necessary for install. Based on the field visits last summer, NCDOT estimate 30 holes will need to be hydro-vac which is \$1450 a hole for a total of \$43,500. Ritelite Signs, Inc. wants to wait to charge the City for the holes until install day so they can decide the best option. Once the additional charges have been finalized, a change order will be submitted.

Staff Recommendation: Staff requests for City Council to adopt the Capital Project Budget Ordinance Change Order # 77374 for the Wayfinding Signs Capital Project in the amount of \$82,541.77.

III. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Change Order #: 77374

Fabrication Due Date:	
Paint Due Date:	
Assembly Due Date:	
UL / QC Due Date:	
Install Due Date:	



1000 Biscayne Dr
Concord, NC 28027-8402
Ph: (704) 788-7097 Fax: (704) 788-7091
Web: <https://www.ritelitesigns.com>

Due Date:	12/31/2025
Project Manager:	Amy Martin
Salesperson:	Renae Hartsell
P.O. #:	
Production Due Date:	

Description: M&I Wayfinding Signage

Site: City of Lenoir Wayfinding

Site Address: General Delivery
210-B Greer Circle
Lenoir, NC 28645-9999

Site Contact Name:

Phone:

Cell:

Item #	Product	Quantity	Subtotal
5	Wayfinding Sign Description: CO#2 - Add Local Creator Artwork - 23 Tops, 23 Bottoms	23	\$18,032.00
6	Project Management 1 Description: CO#2 - PM Time for DOT Approvals, restake signs, 811's utility locates. - Design time to recreate DOT approved CID's and Shop Drawings.	1	\$9,945.00
7	Installation of Non-Electric Signs Description: * Additional charges to be incurred for Hydrovac Boring as required based on field survey/conditions/obstructions. * \$1,450.00 per hole	1	\$0.00

Change Order Total

Subtotal: \$466,673.00
Taxes: \$30,828.77
Total: \$497,501.77

Change Order #: 77374

Fabrication Due Date:	
Paint Due Date:	
Assembly Due Date:	
UL / QC Due Date:	
Install Due Date:	



1000 Biscayne Dr
Concord, NC 28027-8402
Ph: (704) 788-7097 Fax: (704) 788-7091
Web: <https://www.ritelitesigns.com>

Due Date:	12/31/2025
Project Manager:	Amy Martin
Salesperson:	Renae Hartsell
P.O. #:	
Production Due Date:	

Description: M&I Wayfinding Signage**Site: City of Lenoir Wayfinding**

Site Address: General Delivery
210-B Greer Circle
Lenoir, NC 28645-9999

Site Contact Name:

Phone:

Cell:

Item #	Product	Quantity	Subtotal
1	Wayfinding Sign Description: Manufacture & Install: MAJOR Wayfinding Signs	36	\$256,941.00

Shipment	Quantity	Due Date	Shipped Date
77374-SAA	1	12/31/2025	(not set)

Item #	Product	Quantity	Subtotal
1.A	Wayfinding Sign Description: CO #2 - OMIT - Manufacture & Install: MAJOR Wayfinding Signs	36	(\$256,941.00)

Item #	Product	Quantity	Subtotal
1.B	Wayfinding Sign Description: CO #2 - Manufacture & Install: MAJOR Wayfinding Signs per updated design intent (drawing reference forthcoming)	31	\$248,992.00

Item #	Product	Quantity	Subtotal
2	Wayfinding Sign Description: Manufacture & Install: MINOR Wayfinding Signs	19	\$131,780.77

Item #	Product	Quantity	Subtotal
2.A	Wayfinding Sign Description: CO#2 - OMIT - Manufacture & Install: MINOR Wayfinding Signs	19	(\$131,780.77)

Item #	Product	Quantity	Subtotal
2.B	Wayfinding Sign Description: CO#2 - Manufacture & Install: MINOR Wayfinding Signs per updated design intent (drawing reference forthcoming)	23	\$189,704.00

Item #	Product	Quantity	Subtotal
3	Wayfinding Sign Description: CO #1 - Add Local Creator Artwork - 55 Tops, 55 Bottoms	55	\$35,530.00

Item #	Product	Quantity	Subtotal
4	Wayfinding Sign Description: CO#1 - OMIT- Add Local Creator Artwork - 55 Tops, 55 Bottoms	55	(\$35,530.00)

SECTION 00 40 00**BID FORM
LENOIR WAYFINDING
Lenoir, NC**

Bid of: Rite Lite Signs, Inc.
(Name of Bidder)

Address 1000 Biscayne Dr

City State Concord, NC 28027

Phone 704-788-7097

Date 12/4/2023

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated June 16, 2022, entitled "Lenoir Wayfinding" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. 1 issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

Unit Price: Major Wayfinding Sign

(Written) \$ 7,619.00 (includes sales tax)

(Dollars) Seven thousand six hundred nineteen dollars

Unit Price: Minor Wayfinding Sign

(Written) \$ 7,404.00 (includes sales tax)

(Dollars) Seven thousand four hundred four dollars

Note: While the City of Lenoir anticipates completing all signs in one phase the City reserves the right to select only priority signage locations in order to complete a Phase 1 project within available funds. Contractor shall assume a minimum of 25 signs for bidding purposes.

TIME FOR COMPLETION OF THE WORK

The undersigned agrees to commence work within thirty (30) days of acceptance of the bid and complete the project within 240 calendar days of commencing work.

SUPPLEMENTS TO THE BID FORM

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

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

AGREEMENT TO PROVIDE CONSULTING SERVICES

This 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 1st day of July 2025 (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 services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):

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 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 \$110,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	July 1 st – Year One Installment January 1 st – Year One Installment	\$17,500 & \$17,5000
Year Two	January 1 st – Year Two Installment July 1 st – Year Two Installment	\$17,500 & \$17,500
Year Three	January 1 st – Year Three Installment	\$20,000 & \$20,000

	July 1 st – Year Three Installment	
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- 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 identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

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.

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, NC
801 West Avenue NW
Lenoir, North Carolina
Email: shildebran@ci.lenoir.nc.us
Attention: Scott Hildebran, City Manager

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:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- 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 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.

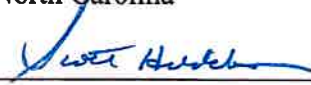
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for 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]

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 Executed Date.

CLIENT:

Lenoir, North Carolina

By: 

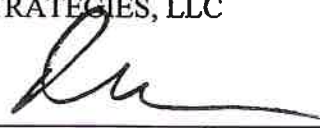
Name: Scott Hildebran

Title: City Manager

Date: 5/27/2025

CONSULTANT:

RETAIL STRATEGIES, LLC

By: 

Name: Robert R. Jolly Jr.

Title: Principal / CEO

Date: 5/27/2025

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of Lenoir, NC (the "client").

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENT AGREEMENT

This section outlines what the City of Lenoir, NC (the "Client") will provide for Retail Strategies (the "Consultant").

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly