

**CITY OF LENOIR
COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR CONFERENCE ROOM
TUESDAY, JUNE 24, 2025
8:30 A.M.**

I. CALL TO ORDER

II. CITIZEN COMMENT

III. Easement; Quest for Life: City Attorney Timothy Rohr will present information regarding a Greenway easement for Quest for Life at the former Lenoir Mall.

IV. PUBLIC SAFETY

A. Update; Police Department: Brent Phelps, Police Chief

1. Smith, Rodgers & Aldridge Legal Services: Brent Phelps, Police Chief & Andy Wilson, Major will present an update on the department's Legal Services.
2. Surplus Property; Burke County: The Lenoir Police Department staff recommend to surplus a single prisoner transport partition manufactured for a 2021 Ford SUV to the Burke County Sheriff's Office for use in a patrol unit.

B. Update; Fire Department – Norman Staines, Fire Chief

V. PUBLIC SERVICES

A. Public Services Public Works Director Jon Hogan will present updates on current projects.

B. Public Services Public Utilities Director Jeff Church will present updates on current projects.

1. Sewer Response Policy: Director Jeff Church and Risk Manager David Coffey will present the Sewer Response Policy as submitted.
2. Resolution; Lenoir's Resilient Wastewater Infrastructure Project Hazard Mitigation: Director Church will present a resolution for the City of Lenoir's Resilient Wastewater Infrastructure Project Hazard Mitigation Project for Council's consideration of approval.

VI. COMMUNITY DEVELOPMENT

A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority did not meet in June. Brenda Floyd, Economic & Main Street Director will report on current activities.

- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, June 12 at City Hall, Third Floor Conference Room. Brenda Floyd, Economic & Main Street Director will report on current activities.
- C. Planning Board: The Planning Board will meet on Monday, May 23 at the City/County Chambers. Hannah Williams, Planning Director will present a report of current projects.
- D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board did not meet in June. Phil Harper, Parks & Recreation Director will present an update of current activities and projects.

VII. FINANCE & ADMINISTRATION

A. Update –Donna Bean, Finance Director

- 1. May Financial Summary
- 2. Budget Amendment

VIII. Update; Special Projects and Grants:

- A. David Coffey, Interim Special Projects & Grants Director, Purchasing Agent & Risk Manager will present an update on the ongoing Special Projects and Grants.

IX. Update; Public Communications - Joshua Harris, Public Information Officer

- A. May Communications Report

X. OTHER

- A. July Calendar

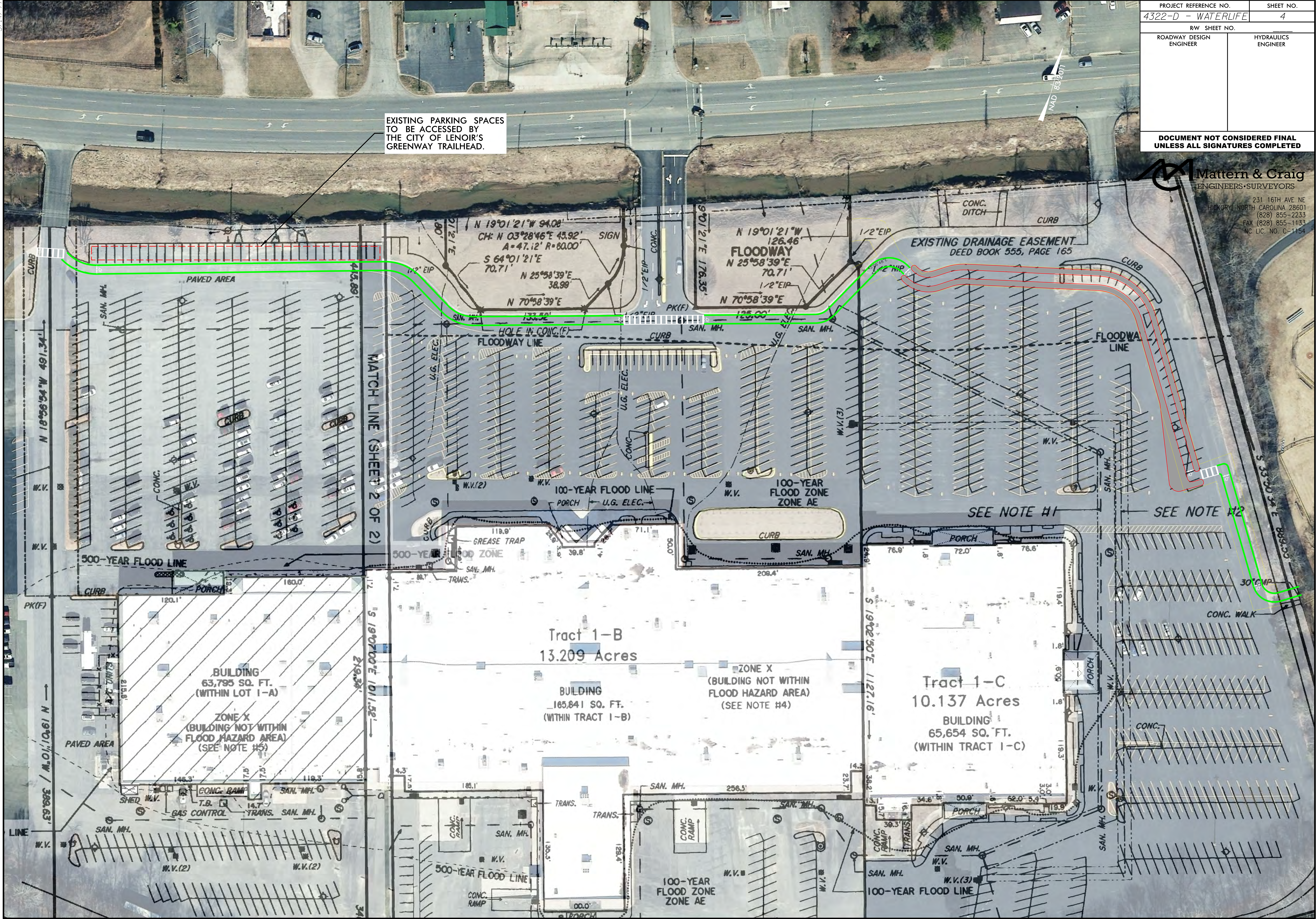
- B. Closed Session: Pursuant to N.C.G.S. §143-318.11(a),(6), City Council will enter into closed session to discuss personnel.

XI. ADJOURN

5/14/99

PROJECT REFERENCE NO.	SHEET NO.
4322-D - WATERLIFE	4
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

Mattern & Craig
ENGINEERS-SURVEYORS
231 16TH AVE NE
HICKORY, NORTH CAROLINA 28601
(828) 855-2233
FAX (828) 855-1133
NC LIC. NO. C-1154





City of Lenoir Police

1035 West Avenue NW
Lenoir, North Carolina 28645
(828) 757-2100 • Fax (828) 757-2103



Council Action Form

I. Agenda Item:

This agenda item calls for the Council to approve the contractual agreement for legal representation by and between the Lenoir Police Department and Smith, Rodgers, & Aldridge, PLLC. Under this contract the Attorney's provide 24 hours a day, 365 days a year, without interruption, legal consultation services to the Lenoir Police Department. Other services such as on-site legal training, policy revision, drafting legal instruments, negotiation with outside counsel, litigation, subpoena objections, or travel and conferencing can be obtained but will be billed by a separate agreement.

II. Background Information:

In May of 2025. Staff with the Lenoir Police Department was made aware of our current legal representative, Attorney Bob Thomas's, coming retirement. Attorney Thomas has served as legal counsel to the department since 1988, and as of July 2025 will officially retire from practicing law. Over the past 37 years, Mr. Thomas has provided the department with exceptional legal guidance, professionalism, and unwavering support. We are grateful for his long-standing commitment and dedicated service to our agency and the City of Lenoir.

In light of Mr. Thomas's retirement, we are requesting approval to enter into a contractual agreement with Smith, Rodgers, and Aldridge, PLLC to serve as the department's new legal counsel. This firm comes highly recommended and currently represents the majority of law enforcement agencies within our region. Their extensive experience in law enforcement legal matters positions them well to continue supporting the department's needs effectively and professionally.

III. Staff Recommendation:

Staff recommends City Council approve Smith, Rodgers, and Aldridge, PLLC to represent the Lenoir Police Department in legal matters and guidance moving forward. Attorney's fees associated with this annual contractual agreement total \$16,293.00.

Thank you.

IV. Reviewed by:

City Attorney: _____ Date: _____

City Manager: _____ Date: _____

Police Chief: _____ Chief Brent Phelps _____ Date: _____ 06/17/2025 _____

SMITH RODGERS & ALDRIDGE, PLLC

A Professional Limited Liability Company

Contract to Retain Smith Rodgers & Aldridge PLLC for 24-Hour Law Enforcement Legal Support

Agreement made by and between the **Lenoir Police Department** (hereinafter the “Client”) and Smith Rodgers & Aldridge PLLC; (hereinafter the “Attorneys” or “SRA”). [NOTE: *Smith Rodgers PLLC has changed its name to Smith Rodgers & Aldridge, PLLC.*]

SECTION ONE PURPOSE AND NATURE OF EMPLOYMENT

In recognition of the legally-intensive and high-consequence nature of police supervisory decision-making, the Client employs the Attorneys to provide state-of-the-art “24/7” legal consultation services in support of the performance demands placed upon modern professional law enforcement organizations operating in an increasingly complex justice system. Under this contract, consultation provided to the Client by the Attorneys will generally pertain to “real-time” or “tactical” legal needs arising under either of two circumstances:

- (1) Criminal investigations for which real-time police decision-making requires or may be enhanced by the judgment and intervention of skilled police counsel, and with the objective of maximizing the ultimate admissibility of criminal evidence or probability of a successful court prosecution;
- (2) Legal uncertainty arising as the result of any other law enforcement tactical situation, law enforcement response incident, or law enforcement circumstance for which imminent police action or supervisory-level decision-making may expose the Client, its agents and employees, to civil liability risk.

By the terms of this contract, the Attorneys shall be available for real-time law enforcement legal consultation 24hours a day, 365 days a year, without absence or leave for holiday, sick time, “day off,” or other interruption of service (barring extraordinary and unforeseen circumstances). The Attorneys shall be prepared for continuous availability for the immediate and real-time consultation needs of the Client, to include maintaining law enforcement legal subject matter expertise as well as continuous telephone access, maintaining access to essential legal resource materials at all times (including while “away from the office”), and by taking such other and further steps as may be expeditious in meeting the “continuously on call” demands of the Client’s reasonable expectations under this contract.

As necessary to keep 24/7 tactical legal fees affordably priced for all agencies, the parties agree as follows: This legal services contract is for the Client’s “real-time” or “tactical” legal questions only. Examples of real-time tactical questions are as set forth in the attachment, Sample Client Calls. Tactical legal questions do *not* include such matters as on-site legal training, policy revision projects, review or drafting of legal instruments, time-intensive research projects, negotiation of conflicts or strategies with outside counsel, filing motions or briefs, litigation or court appearances, management of subpoena objections, travel, or conferencing. Additional legal services can be billed or paid by separate agreement or “proposed invoice” upon agreement with client.

Client requests for tactical real-time legal services will be handled by the Attorneys without limitation, regardless of the number of such requests received, their complexity, or the day of week or time of day such requests are initiated. These requests for service will be handled in real-time by the Attorneys around-the-clock. In all cases, Client’s telephone calls to the SRA 24-hour Call Center, regardless of nature, will be handled immediately by a qualified SRA Attorney. [The term “Attorney” as used in this Agreement may in some instances include a specially-trained paralegal working under the supervision of an attorney.]

Legal consultation shall generally be by telephone. In the event of a legal consultation need for which the Client desires assistance, the Client shall contact the SRA 24-hour Call Center and thereupon inform the receptionist of the

general nature of the legal issue. The SRA receptionist shall immediately “call out” the designated attorney(s) who will immediately contact the Client at the phone number provided.

The Attorneys undertake to provide legal consultation and advice consistent with prevailing legal standards, not necessarily the Client’s internal policy and procedure. The Client will conform the legal advice provided to more restrictive internal policy and procedure should such be necessary or appropriate in the judgment of the Client.

The parties agree that law enforcement legal inquiries not requiring real-time analysis, including matters that can be more leisurely or effectively referred to the offices of district attorneys, attorneys general, or city/county attorneys (etc.), should ordinarily be directed to those offices for resolution in accordance with their standard operating hours and practices. The parties agree and understand that such “coordination of services” is for the universal benefit of all SRA law enforcement Clients statewide, and serves to keep SRA “emergency lines open” while ensuring that 24hour police consultation services remain practical, affordable, and cost-effective.

In recognition of the importance of the law enforcement command structure, the Attorneys and Client agree that it may be advisable for officers to first attempt to resolve legal uncertainties with an immediate supervisor prior to seeking to initiate services under the contract. Further, Chiefs and Sheriffs in their judgment may elect to designate a specific command level threshold (such as Lieutenant or Captain) through which authorization must be granted in order to initiate services under the contract. The parties agree and understand that the consultation services provided under the contract are principally for the Chief/Sheriff and command staff. Officers working in special assignments or functions (such as CID, civil process deputies and execution specialists, narcotics investigators, youth division detectives, etc.) may be granted permission to initiate services without the intervention or approval of a supervisor. The parties agree that this Agreement is not an employment contract, and that the Attorneys are not and will not be employees of the Client.

Consistent with the Attorneys’ efforts to keep 24-7 real-time legal consultation reasonably affordable for as many agencies as possible, these additional terms are set forth:

- Analysis of cases arising under Article 37 of Chapter 14 (lotteries, video gaming, sweepstakes, etc.) are uniquely within the province of District Attorneys and cannot be included as “tactical legal needs.”
- Management of extensive public records requests, and direct subpoena management and consultation, may exceed the coverage of this Agreement or otherwise fall within the province of city/county attorneys; general legal guidance by way of summary review and recommendation may nevertheless be provided in the customary fashion.
- Other subject matter may be excluded if so requested by a city/county attorney.
- At Client’s option, legal inquiries not requiring an immediate response may be submitted via email rather than through the 24-hour Call Center.
- At Client’s option, the client may inform the 24-hour Call Center that an immediate call-back is not essential; whether urgent or not, an immediate call-back remains the Client’s prerogative.

SECTION TWO LIMITATION OF REPRESENTATION

The parties understand and agree that the Attorneys’ services on behalf of the Client shall be limited to those activities delineated in Section One. It is expressly agreed that the Attorneys will not serve as trial counsel, or otherwise undertake to replace the services ordinarily available through the offices of city/county attorneys, district attorneys, or other government counsel offices operating on standard schedules.

And whereas the legal services to be provided under this contract may tend to be “emergency” in nature; and whereas the Client will ordinarily be seeking expedited if not instantaneous legal opinions to guide its prospective and imminent law enforcement actions, it is further acknowledged and expressly agreed by all parties that the attorneys will undertake to provide expedited legal opinions in such instances, and that the attorneys may and will formulate and

communicate such legal opinions “on the spot” without the benefit of the incident-specific legal research opportunities and time-intensive deliberations and reflections customary in conventional private practice settings.

SECTION THREE CONFLICT OF INTEREST

The Client and the Attorneys acknowledge that in the course of a given legal inquiry, the legal interests of the Client Agency and the legal interests of individual officer(s) may potentially conflict. In such circumstance the Attorneys will provide legal consultation that in their judgment will serve the best interests of the police agency Client. The Attorneys do not undertake to represent the legal interests of individual officers where the interests of officer(s) may be in conflict with those of the Client.

SECTION FOUR ATTORNEYS’ FEES

The Client agrees to pay the Attorneys, upon execution of this Contract, a fee of **Sixteen Thousand Two Hundred and Ninety-Three Dollars (\$16,293)** to assure that the Attorneys shall be available for the term set forth in Section Five below to provide the legal services and expertise set forth in Section One above. This fee constitutes the full sum payable by the Client for the term of services. This fee is not refundable, as it represents a fee for the Attorneys’ continuous availability and expertise over the life of the Contract, and is not in the nature of a fee for specific services rendered. [NOTE: *The fee would be refundable if for any reason required by the Rules of Professional Conduct of the North Carolina State Bar.*]

Smith Rodgers & Aldridge cannot undertake to serve in the capacity of *general counsel* for its client agencies, and recognizes the continuing importance of city and county attorneys in their respective legal roles and local government law specialties.

This Agreement is intended for **operational (principally patrol and investigations) ‘tactical’-type calls** (see “Sample Client Calls,” incorporated into this Agreement by reference at policehelp.net). If the Client requests legal services beyond those covered by this Agreement, such services may be provided by SRA (with the advance approval of local government counsel, as appropriate in certain instances). SRA will bill such services separately. Smith Rodgers & Aldridge strives to make real-time, tactical legal consulting fair, cost-effective, and affordable for as many North Carolina agencies as possible.

Examples of services which are not considered tactical:

- In-depth analysis of public records requests, document redaction compliance, project oversight and management (*Compare: general questions about basic public records law may be considered ‘tactical’*)
- Subpoena compliance management, preparation of written objections, negotiation with defense or plaintiff’s counsel, etc. (*Compare: general questions about subpoena legal issues may be considered ‘tactical’*)
- Firearm permit matters involving research into out-of-state databases, historical conviction analysis under state codes, etc. (*Compare: general questions about concealed permit law may be ‘tactical’*)
- Civil Process writ management, analysis of extensive civil case file documents, negotiation or coordination with plaintiff or debtor counsel, memo drafting for clerks of court, etc. (*Compare: a deputy’s direct call from the scene of an eviction in progress may be ‘tactical’*).
- Extensive analysis of federal and state legislative platforms (Drivers Privacy Protection Act, video gaming TROs, Ryan White CARE Act), MOUs, government contracting, etc. (*Compare: general questions and “chats” about such topics may be ‘tactical’ at the basic level*)
- Detention Center regulatory compliance management (*Compare: general questions about detention issues and the North Carolina Administrative Code may be ‘tactical’*)

SECTION FIVE
EFFECTIVE DATE/TERM

This Agreement shall be in effect for one year, beginning **XXX, 2025**, and ending **XXX, 2026**.

SECTION SIX
AVAILABILITY OF TELEPHONE SERVICE

The Attorneys will make reasonable efforts to ensure that they are available by telephone and pager as set forth in Section One above. Availability will include the occasional use of cellular phones as well as conventional landline phones. Cellular coverage may vary depending on location, terrain, atmospheric conditions, and equipment. The Attorneys undertake to avail themselves of the best cellular coverage and equipment possible, but cannot be responsible for coverage problems beyond their control. The Client approves the use of cellular phones, emails, and texts under the terms of this Agreement, accepting these limitations and acknowledging that communications may be intercepted by individuals with certain equipment.

SECTION SEVEN
TERMINATION

Either party to this contract may, at any time, terminate the services described in Section One, upon notice to the other party. In such event, the parties agree that the Attorneys shall return to the Client a pro-rata share of the retainer fee described in Section Four above, based on the portion of the term of this contract then remaining. The pro-rata refund will be calculated based on the number of days remaining in the contract.

SECTION EIGHT
NOTICE

Any notices required under this contract shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this Agreement. The addresses are specified as the following:

SMITH RODGERS & ALDRIDGE PLLC
Post Office Box 4803
Greensboro, NC 27404-4803

Chief Brent Phelps
1035 W Avenue NW
Lenoir, NC 28645

SECTION NINE
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION TEN
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED AT GREENSBORO/ LENOIR, NORTH CAROLINA, ON THE DATES INDICATED BELOW.

SMITH RODGERS & ALDRIDGE PLLC

BY:

(date)

LENOIR POLICE DEPARTMENT
(or Town of Lenoir)

BY:

(date)



City of Lenoir Police

1035 West Avenue NW
 Lenoir, North Carolina 28645
 (828) 757-2100 • Fax (828) 757-2103



Council Action Form

I. Agenda Item:

II. Background Information:

III. Staff Recommendation:

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Chief:  _____	Date: _____

REQUEST TO SURPLUS CITY PROPERTY



Department Requesting Disposal of Surplus Property	
Date of Request	6/20/2025
Department Name	Police Department
Contact Name	Maj. Andy Wilson
Phone	828-757-2100

[illegible]

*** Please enter one CODE per item: (S1) Obsolete (S2) Too Costly to Maintain (S3) Beyond Repair (S4) Cannibalized**

APPROVED BY	DATE

[illegible]

ALL SURPLUS ITEMS ARE LISTED ON GOVDEALS IN ACCORDANCE WITH CITY OF LENOIR RESOLUTION NO. 6-2007, NC GENERAL STATUTES 160A-270 AND NCGS 160A-270 (c)

Burke County, North Carolina
Agenda Abstract
Meeting Date: July 21, 2025



CONSENT AGENDA

Subject Title: Sheriff - Resolution Donating Surplus Property

Presented By: Robert "Banks" Hinceman

Summary of Information: The Sheriff's Office is requesting approval for the following:

1. Donation of a 2019 Dodge Charger front brush guard and a 2016 Ford Explorer guard to the Drexel Police Department.
2. Donation of a 2021 Ford Explorer dog kennel to the City of Lenoir.
3. Donation of an old-model MDT computer stand to the Glen Alpine Police Department.
4. Accept a donation of an in-car cage from the City of Lenoir.

The brush guards, dog kennel, and computer stand are fully depreciated assets. All transfers-both donations and the receipt-are in accordance with N.C.G.S. § 160A-274, which authorizes the sale, lease, or donation of personal property between government entities.

Budgetary Effect: None.

County Manager's Recommendation: Approval is recommended.

Suggested Motion: To adopt Resolution No. 2025-XX.

**Resolution Approving Conveyance of Property to
Another Unit of Government in North Carolina
Pursuant to N.C.G.S. § 160A-274**

WHEREAS, the County of Burke owns three (3) XTS 2500 radios that are no longer needed and declared as surplus property by the County Manager:

- One 2019 Dodge Charger Front Brush Guard
- One 2016 Ford Explorer Brush Guard
- One MDT (Mobile Data Terminal) computer stand (old model)
- One 2021 Ford Explorer Dog Kennel; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the County of Burke has determined that it is in the best interest of the County to:

- Donate the 2019 Dodge Charger front brush guard and the 2016 Ford Explorer brush guard to the Drexel Police Department for no consideration
- Donate the MDT computer stand to the Glen Alpine Police Department for no consideration
- Donate the 2021 Ford Explorer dog kennel to the City of Lenoir for no consideration.

Therefore, the Burke County Board of Commissioners resolves that:

1. The County of Burke hereby donates the following items to the Drexel Police Department:
 - a. 2019 Dodge Charger Front Brush Guard
 - b. 2016 Ford Explorer Brush Guard
2. The County of Burke hereby donates the following item to the Glen Alpine Police Department
 - a. MDT Computer Stand
3. The County of Burke hereby donates the following item to the City of Lenoir
 - a. 2021 Ford Explorer Dog Kennel
4. The County of Burke hereby accepts the following item from the City of Lenoir
 - a. In-car cage.
5. The conveyances described above shall occur upon adoption of this resolution.
6. The Chairman of the Burke County Board of Commissioners and the County Manager are authorized to execute all documents necessary to carry out these actions as authorized by this Resolution.

Adopted this 21st day of July 2025.

Jeffrey C. Brittain, Chairman
Board of Commissioners

Attest:

Kay Honeycutt Draughn, CMC, NCMCC
Clerk to the Board

§ 160A-274. Sale, lease, exchange and joint use of governmental property.

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

BURKE COUNTY SURPLUS PROPERTY REQUEST FORM

THE FOLLOWING COUNTY PROPERTY IS SURPLUS TO THE NEEDS OF: Drexel Police Department

	Item Description (Brand/Model/Color/Dimensions, etc...)	VIN # or Serial # (If applicable)	Condition
1	2019 Dodge Charger Front Brush Guard	N/A	Good
2	2016 Ford Explorer Front Brush Guard	N/A	Good
3			
4			
5			
6			
7			
8			
9			
10			

Location of Item(s): Burke County Sheriff's OfficeContact Person: Sgt. Anthony GambinoContact Phone: 828-443-3586Contact Email: anthony.gambino@burkenc.org

The equipment listed above is no longer of value to the department listed and it is requested that the item(s) be declared surplus and be disposed of per Burke County Policy.

Authorized By:



Signature of Department Head

4.14 - 2025

Date

ONCE COMPLETED, PLEASE EMAIL FORM TO PURCHASING@BURKENC.ORG

Reviewed by Finance

Date

Approved by County Manager or Board of County Commissioners if Required

Date

BURKE COUNTY SURPLUS PROPERTY REQUEST FORM

THE FOLLOWING COUNTY PROPERTY IS SURPLUS TO THE NEEDS OF: Glen Alpine Police Department

	Item Description (Brand/Model/Color/Dimensions, etc...)	VIN # or Serial # (If applicable)	Condition
1	Old model MDT Computer stand	N/A	Good
2			
3			
4			
5			
6			
7			
8			
9			
10			

Location of Item(s):	Contact Person:
Burke County Sheriff's Office	SGT. Anthony Gambino
	Contact Phone:
	828-443-3586
	Contact Email:
	anthony.gambino@burkenc.org

The equipment listed above is no longer of value to the department listed and it is requested that the item(s) be declared surplus and be disposed of per Burke County Policy.

Authorized By:

Banks Hincen
Signature of Department Head

4-4-2025
Date

ONCE COMPLETED, PLEASE EMAIL FORM TO PURCHASING@BURKENC.ORG

Reviewed by Finance

Date

Approved by County Manager or Board of County Commissioners if Required

Date

BURKE COUNTY SURPLUS PROPERTY REQUEST FORM

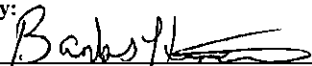
THE FOLLOWING COUNTY PROPERTY IS SURPLUS TO THE NEEDS OF: Lenoir Police Department

	Item Description (Brand/Model/Color/Dimensions, etc...)	VIN # or Serial # (If applicable)	Condition
1	2021 Ford Explorer Dog Kennel interdepartmental exchange for	N/A	Good
2	In-car cage.		
3			
4			
5			
6			
7			
8			
9			
10			

Location of Item(s): <u>Burke County Sheriff's office</u>	Contact Person: <u>Sgt. Anthony Gambino</u>
	Contact Phone: <u>828-443-3586</u>
	Contact Email: <u>anthony.gambino@burkenc.org</u>

The equipment listed above is no longer of value to the department listed and it is requested that the item(s) be declared surplus and be disposed of per Burke County Policy.

Authorized By:



Signature of Department Head

4-4-2025

Date

ONCE COMPLETED, PLEASE EMAIL FORM TO PURCHASING@BURKENC.ORG

Reviewed by Finance

Date

Approved by County Manager or Board of County Commissioners if Required

Date

CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** Consideration to approve a resolution designating the primary and secondary agents for the Advance Assistance application for Lenoir's Resilient Wastewater Infrastructure Project.

Background Information: The City of Lenoir, with the assistance of the Western Piedmont Council of Governments, is applying for the Lenoir's Resilient Wastewater Infrastructure Project. This project is a prior BRIC grant project. Hazard Mitigation Grant Program funds are being applied for to construct an equalization basin at the Lower Creek plant and the replacement of sewer lines along Zach's Fork Creek.

- II. **Staff Recommendation:** Staff recommends City Council approve the resolution, as presented.

- III. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (thereafter named Organization) City of Lenoir Disaster Number DR-4827

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A

Applicant's Fiscal Year (FY) Start: Month: July Day: 01

Applicant's Federal Employer's Identification Number: 56-6001265

Applicant's Federal Information Processing Standards (FIPS) Number: 37 37760

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Scott Hildebran	Agent's Name Donna Bean
Organization City of Lenoir	Organization City of Lenoir
Official Position City Manager	Official Position Finance Director
Mailing Address 801 West Ave NW	Mailing Address 801 West Ave NW
City, State, Zip Lenoir, NC 28645	City, State, Zip Lenoir, NC 28645
Daytime Telephone 828-757-2199	Daytime Telephone 828-757-2180
Facsimile Number 828-757-2680	Facsimile Number 828-757-2680
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this 24th day of June, 2025

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title David Stevens, Mayor Pro-Tem Jonathan Beal, Councilman Todd Perdue, Councilman	Name Joseph L. Gibbons
Name and Title James "Ike" Perkins, Councilman Ralph Prestwood, Councilman	Official Position Mayor
Name and Title Kimmie Rogers, Councilwoman Crissy Thomas, Councilwoman	Daytime Telephone 828-850-4404

CERTIFICATION

I Joseph L. Gibbons, (name) duly appointed and Mayor (title) of the Governing Body, do hereby certify that the above is true and correct copy of a resolution passes and approved by the Governing Body of (organization) on the 24th day of June, 2025

Date: 07/07/2025

Signature: _____

Rev. 06/02

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

 City of Lenoir Financial Summary As of 05/31/2025 					
General Fund					
	2024-2025 Budget	5/31/2025	% of Budget	Change from Previous Year	5/31/2024
Total Revenue	\$ 23,751,580.00	\$ 22,129,561.99	93%	\$ 638,294.63	\$ 21,491,267.36
Expenditures	\$ 23,751,580.00	\$ 21,240,990.83	89%	\$ 1,764,684.77	\$ 19,476,306.06
Over/Under	\$ -	\$ 888,571.16		\$ (1,126,390.14)	\$ 2,014,961.30
Downtown District					
	2024-2025 Budget	5/31/2025	% of Budget	Change from Previous Year	5/31/2024
Revenues	\$ 264,700.00	\$ 276,640.96	105%	\$ (10,543.17)	\$ 287,184.13
Expenditures	\$ 264,700.00	\$ 264,497.84	100%	\$ (15,413.09)	\$ 279,910.93
Over/Under	\$ -	\$ 12,143.12		\$ 4,869.92	\$ 7,273.20
Water/Sewer Fund					
	2024-2025 Budget	5/31/2025	% of Budget	Change from Previous Year	5/31/2024
Revenues	\$ 11,770,028.00	\$ 10,788,372.82	92%	\$ 433,431.65	\$ 10,354,941.17
Expenditures	\$ 11,770,028.00	\$ 10,021,474.41	85%	\$ 408,216.20	\$ 9,613,258.21
Over/Under	\$ -	\$ 766,898.41		\$ 25,215.45	\$ 741,682.96



City of Lenoir
Financial Summary By Department
As of 5/31/2025



General Fund			
	BUDGET	5/31/2025	% OF BUDGET
REVENUE			
PROPERTY TAXES	\$ 10,557,689.00	\$ 10,859,446.01	103%
SALES TAX	\$ 6,100,000.00	\$ 4,866,773.55	80%
FRANCHISE TAX	\$ 2,410,000.00	\$ 1,885,127.79	78%
SOLID WASTE FEE	\$ 1,111,000.00	\$ 1,029,272.39	93%
OTHER	\$ 3,572,891.00	\$ 3,488,942.25	98%
TOTAL	\$ 23,751,580.00	\$ 22,129,561.99	93%
EXPENDITURES			
GENERAL GOVERNMENT	\$ 2,165,979.00	\$ 2,043,512.80	94%
PLANNING	\$ 545,031.00	\$ 427,302.92	78%
POLICE	\$ 7,569,543.00	\$ 7,135,036.86	94%
FIRE	\$ 5,522,655.00	\$ 4,760,274.91	86%
RECREATION	\$ 1,810,535.00	\$ 1,696,884.39	94%
PUBLIC WORKS			
Administrative	\$ 362,604.00	\$ 264,987.77	73%
Cemetery & Grounds	\$ 1,328,240.00	\$ 1,167,971.01	88%
Building Maintenance	\$ 512,860.00	\$ 472,927.37	92%
Sanitation	\$ 1,136,766.00	\$ 1,009,282.21	89%
Streets	\$ 2,467,418.00	\$ 1,957,151.22	79%
Vehicle Services	\$ 329,949.00	\$ 305,659.37	93%
TOTAL	\$ 23,751,580.00	\$ 21,240,990.83	89%
OVER/UNDER	\$ -	\$ 888,571.16	
Downtown District			
	BUDGET	5/31/2025	% OF BUDGET
TOTAL REVENUES	\$ 264,700.00	\$ 276,640.96	105%
TOTAL EXPENDITURE	\$ 264,700.00	\$ 264,497.84	100%
OVER/UNDER	\$ -	\$ 12,143.12	

Water/Sewer Fund			
	BUDGET	5/31/2025	% OF BUDGET

REVENUE			
WATER SALES	\$	7,585,127.00	\$ 7,085,505.12 93%
SEWER SALES	\$	3,622,901.00	\$ 3,323,505.29 92%
OTHER	\$	562,000.00	\$ 379,362.41 68%
TOTAL REVENUES	\$	11,770,028.00	\$ 10,788,372.82 92%
EXPENDITURES			
ADMIN & ENGINEERING	\$	625,706.00	\$ 534,025.52 85%
WATER RESOURCES	\$	414,700.00	\$ 388,424.94 94%
RHODHISS PLANT	\$	3,306,278.00	\$ 2,652,570.21 80%
WATER DISTRIBUTION	\$	2,366,447.00	\$ 2,334,049.28 99%
WASTEWATER COLLECTION	\$	1,842,826.00	\$ 1,303,612.69 71%
WASTEWATER PRETREATMENT	\$	203,656.00	\$ 162,828.96 80%
GUNPOWDER WASTEWATER PL	\$	984,868.00	\$ 737,876.18 75%
LOWER CREEK WASTEWATER PL	\$	2,025,547.00	\$ 1,908,086.63 94%
TOTAL EXPENDITURE	\$	11,770,028.00	\$ 10,021,474.41 85%
OVER/UNDER	\$	-	\$ 766,898.41

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:
Budget Amendment - Request for an amendment to be made to the capital project budget ordinances for the fiscal year ending June 30, 2025
- II. Background Information:
Request for an amendment to be made to the capital project budget ordinances for the fiscal year ending June 30, 2025 as follows:
- Budget Amendment to allocate funding to Capital Project Budget Ordinances utilizing ARPA funds previously moved to fund balance.

Staff Recommendation:

Approve as requested

- III. Reviewed by:
- City Attorney:
- Finance Director: *Donna Bean*
- Public Works/Public Utilities Director:
- Planning Director:
- Recreation Director:

**2024-2025 Fiscal Year
Capital Project Amendment
Tuesday, June 24, 2025**

Request for amendment to be made to the capital budget ordinances for the fiscal year end 6/30/2025.

ITEM 1: ALLOCATE FUNDING TO THE CAPITAL PROJECT FUNDS UTILIZING ARPA FUNDS PREVIOUSLY MOVED TO FUND BALANCE.

	Use	Increase	Decrease
	PARTF Capital Project - Local Funding	40,000.00	
	Hospital Avenue	200,000.00	
	Stormwater Planning	190,000.00	
	Fund Balance for previous capital purchases		430,000.00
	TOTAL	430,000.00	430,000.00



July 2025



	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 City Offices are closed in observance of Independence Day!	5 Fireworks Event 9:30 p.m. Optimist Park (Note Date Change)
6	7	8	9	10	11	12
13	14 Noon - City/County Services Committee) (J.E. Broyhill Civic Center)	15 6:00 p.m. City Council	16 9:00 a.m. Staff Mtg.	17	18	19
21	22	23 Cancelled - Committee of the Whole Mtg.	24	25	26	27
28	29	30	31 Noon - Foothills Regional Airport Authority			
		August				

City of Lenoir
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Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Shirley M. Cannon, City Clerk