

Tuesday, June 24, 2025
Minutes-Committee of the Whole

**COMMITTEE OF THE WHOLE
TUESDAY, JUNE 24, 2025
8:30 A.M.**

Present: Mayor Joe Gibbons, Mayor Pro- Tem David Stevens, Jonathan Beal, Ike Perkins, Todd Perdue, 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, Planning Director Hannah Williams, Public Services Public Works Director Jon Hogan, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines. Police Major Andy Wilson, Interim Director of Special Projects & Grants & Risk Management/Purchasing David Coffey, and Communications Director Joshua Harris.

Absent: Councilmember Crissy Thomas and Police Chief Brent Phelps.

Public Services Public Utilities Director Jeff Church participated in the meeting via telephone.

I. CALL TO ORDER

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

II. CITIZEN COMMENT

- III. Easement; Quest for Life: City Attorney Timothy Rohr presented information regarding a greenway easement across from Quest4Life at the former Lenoir Mall. Attorney Rohr stated Lenoir wants to extend the greenway across the old mall's parking lot to connect to the Mulberry Recreation Center to the segment that runs with Morganton Boulevard to Google. The city already has an easement from Waterlife Church and an agreement in principle with StarLenoir, the two properties on either side of Quest4Life. Hannah Williams and Attorney Rohr have been in contact with Jim Cogdell, who owns Quest4Life, and their attorney for a couple years by telephone, email, and regular mail, without making any progress. Attorney Rohr discussed statutory liability protections for entities that have greenway easements across their property and displayed a map of the property, pointing out where the easement would be likely located on the property.

Director Williams shared there appears to have been a change of management at Quest4Life recently which has offered hope of movement on their part. Director Williams and Attorney Rohr asked City Council for direction if they do not get a positive response from Quest4Life in the near future.

Motion

Based on City Attorney Rohr's advice, Councilmember Perdue made a motion to authorize Attorney Rohr to proceed with sending a notification letter to Quest for life and to authorize him to seek condemnation if a response is not received. This motion carried with a 6 to 0 vote.

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IV. PUBLIC SAFETY

A. Update: Police Department: Police Major Andy Wilson presented the following report regarding the recent Cadet Camp.

CADET Camp –

- 30 Cadet's age 10-15 participated in the event.
- The camp was for 5 days from 9:00 a.m. – 4:00 p.m.
- The Cadet's participated in Police Demo's, Investigations, Social Media, etc.
- The group took a field trip to Big Foot Climbing Gym.
- Toured the NC Forest Service Hanger and Aviation Museum.
- Participated in Water Safety training at the Aquatic Center.
- Participated in NC Wildlife Boater/Water Safety, Fishing Regulations, etc. at Johnny Wilson's Farm.
- An Awards Ceremony was held at the Police Department with their parents in attendance. They also attended a Hickory Crawdads baseball game where they were recognized.
- Detective Hartley was promoted to Lieutenant.
- The Department held a Detective process and Corporal Shane Woodward was promoted to Detective. Detective Woodward will be taking over Lieutenant Hartley's duties.

Employees-

- (2) Trainees graduated the Basic Law Enforcement Training (BLET) at Caldwell Community College & Technical Institute (CCC&TI) on Monday, June 16.
 - Elsie Alward
 - Joshua Earp
 - They will begin orientation training this week and are waiting their certification notification to return from Training and Standards
- (2) Trainees (Dalton Inman & Robert Reed) graduated BLET and will begin on June 30, 2025.
- (2) Trainees (Austen Absher & Nathan Conner) graduated BLET and will begin on July 14, 2025.

The Police Department presented the following two (2) items for Council's consideration of approval:

1. Legal Representation for the Police Department:

Major Wilson reported that Attorney Bob Thomas has represented the Police Department since 1988 and plans to fully retire as of July 2025. He stated in recent years, Bob has only represented both the Lenoir Police Department and Marion Police Department. In trying to find comparable service, the Police Department contacted Smith, Rodgers, & Aldridge PLLC. Major Wilson said this firm comes highly recommended and is used by numerous agencies within our region. The annual contract amount is \$16,293 and he stated the amount will increase if anything is added to the contract. He further clarified the Police Department will continue to retain Attorney Angie Clark.

Staff requests that City Council approve this contractual agreement with Smith, Rodgers, and Aldridge to represent the Lenoir Police Department in legal matters as presented.

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

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Motion

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to adopt the contractual agreement between the Lenoir Police Department and Smith, Rodgers, & Aldridge PLLC as submitted and as recommended.

2. Surplus Property; Burke County Sheriff's Office:

Major Wilson reported after purchasing the additional police K9's back in January, Staff began looking for additional K9 inserts for police vehicles in order to transfer the K9's safely. He stated the Police Department continues to seek out ways to expand cost saving measures. In February, the Department learned the Burke County Sheriff's Office had a K9 kennel insert manufactured for a 2021 Ford Explorer they offered to exchange. In return, Burke County requested a prisoner transport insert for the same vehicle. The Police Department requests City Council approve the surplus of a prisoner transport insert to the Burke County Sheriff's Office in order to complete the exchange.

Motion

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to accept the surplus K9 kennel insert from the Burke County Sheriff's Office and approve the surplus of a prisoner transport insert that will fit a 2021 Ford Explorer to the Burke County Sheriff's Office in order to complete the exchange as presented.

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

- 36 Smoke Detectors were installed on June 7th as part of Smoke Detector Saturday.
- In addition to the fire at the Taco trailer, a fire occurred in a freezer at JBS that had crews on the scene for an extended time. The Fire Department also received assistance from the Regional HazMat team from Asheville.
- Two incidents of flooding occurred within the past few weeks. The first flood event occurred on a Saturday night with some road closures, but no major damage. The second flood event occurred last Thursday and had some extensive damage with at least one house having approximately 3 feet of water in it.
- Staff has completed training on our new Utility Terrain Vehicle (UTV).
- As calls allow, staff is out working on their assigned hydrant inspections and flows.
- Following the death of the Hickory Firefighter, the Fire Department staffed an engine company for three (24) hours shifts at Hickory Station # 5. Also, the Department assisted Conover Fire Department with displaying the American flag at the funeral home.

II. 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 Associates utility relocation plans.
2. **Hospital Avenue Sidewalk Project:** A formal letter is being sent to AT&T and they have started on the relocation. Mattern & Craig is working on scheduling a pre-construction meeting and project handoff and is planning to send a Notice to Proceed (NTP) in July.
3. **Phase II Gateway Project:** Destination by Design is working on bid documents and NCDOT is working on encroachments. These reports will be submitted to NCDOT by end of month.
4. **Clock Tower:** The steel was delivered and Spann began processing and cutting it last week. Staff is

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working through communication issues with Spann Welding and the Western North Carolina Sculpture Center.

5. **Greenway Links:**

- **BL-0065 Morganton Blvd to Mulberry Rec:** A draft RFOLI has been completed and should be sent out within the next 2 weeks.
- **HWY 18 Crossing:** Mattern & Craig is working on the submittal to NCDOT.

6. **Beautification Projects:**

- **Harper Planters:** The planters have been shipped.
 - **Downtown:** Staff is currently doing mulching and river rock installation.
7. **Harper Avenue Streetscape:** Staff held the first of two public meetings on June 16 for the Harper Avenue Streetscape project. Around 25 attendees participated in the meeting and a survey is also available for citizens to take that could not attend the meeting.
 8. **Traffic Signal Analysis:** National Data & Surveying Services completed traffic counts and provided a report. Mattern & Craig is currently working on development of a Signal Warrant Analysis which may be available around mid-June.
 9. **Greenway Forestry Mulching:** The City is on schedule for 5 Days (40 hrs.) of forestry mulching. The project will start on the Western end (Red Roof) and move east along the greenway.
- B. Public Services Public Utilities: Public Utilities Director Jeff Church presented updates on the following projects:
1. Finley Water project: The tentative bid award by Council is scheduled for the July 15, 2025 meeting. McGill Associates will submit the Project Bid Information package to the Division of Water Infrastructure (DWI) after the Resolution of Tentative Award is approved and signed. McGill's contract amendment for extended construction phase services is also scheduled for the July 15 Council meeting.
 2. East Harper and Ridge St. / West Ave. Sewer Replacements: The re-bid is scheduled for Thursday July 24, 2025 at 11:00 am. The project will be bid and awarded as two (2) separate contracts.
 3. Lenoir-Valdese Water Interconnect: The evaluation is being reviewed internally and will be provided to City staff upon completion.
 4. Lenoir-Hickory-Granite Falls Water Interconnect: The funding application for Helene state revolving funding is being prepared for submittal in late July/early August. A funding resolution will be presented at the July 15 City Council meeting for consideration of approval.
 5. Water and Sewer AIA: City staff is currently reviewing water and sewer mapping to fill in inventory gaps and provide feedback to McGill Associates for this project.

III. COMMUNITY DEVELOPMENT

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

LTDA/Tourism Photographer with Compass Media Group

- The original photographer cannot fulfill our contract and Staff is fielding several others.
- The Committee is working to identify Lenoir assets to build a media library for tourism promotion.

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LBAB

- Staff will schedule Main Street Training this fall in August or September for a Refresher course.

America 250

- Leading Lenoir and Events subcommittee are scheduling meetings.
- Mayor Gibbons attends all Caldwell County America 250 and sub-committee meetings.

Social District Renewals

- Annual renewals for the social district are being conducted.
- Winnifred (Intern) will complete these when she returns from vacation after July 4th

Extend the social district

- Joy Amatuuccio business owner of Sunshine and Chaos spoke at June Council Meeting about expanding the social district.
- Currently, staff is explaining how local government works and fielding likeminded property and business owners questions.

Meet Me in the Garden

- May ticketed event by Hibriten Garden Club raised funds to donate for Triangle Park beautification.
- Public Utilities will meet with the Club to design improvements and execute this project in the fall.

Blackberry Festival 18 days away

- Filling volunteer shifts.
- New this year is the acoustic stage.
- Filled all vendor spots with over 500 applications.

Downtown Events

6/20 International Yoga Day on square/free classes.

- 9:30 a.m. Beginner yoga class starts.
- 10:30a.m. Every body yoga class starts.
- 2 Kids/Family Yoga.
- 6-7 Sip n' Stretch yoga.

6/27 Neon Night Ride was held on May 30. Last year we had approximately 150 riders.

- Assisting Parks & Rec

7/4 Independence Day Downtown

- 10:00 a.m. - Patriotic Promenade & family stroll in downtown.
- 10:30 a.m. – Daughters of American Revolution Program include Mayor Gibbons reading proclamation at the Charters of Freedom and the Boy Scout Troop will lead the Pledge of Allegiance.
- Mayor Gibbons will introduce the band at the downtown stage area.
- 11:00 a.m. - The Brass Band Concert will play a 45 minute set ending with Star Spangled Banner.

- B. Planning Board: The Planning Board met on Monday, June 23. Hannah Williams, Planning Director presented the following report.
- Reported Tim Scobie is retiring from the Board and the Board welcomed new member Joey Petrack.
 - Reported Freese and Nichols, Inc. presented the Comprehensive Plan at the meeting and remarked the Plan will be very helpful.
 - The R6-25 rezoning request for Countryside Drive will be on the July 15 City Council agenda. Also, a public hearing is scheduled for July 15 regarding the code enforcement issues at Papa Johns.
 - Burger King plans to install a sidewalk in the near future following their remodel and landscaping.
 - Currently accepting applications for a new planning technician.

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C. Parks and Recreation Advisory Board: The Parks & Recreation Board did not meet in June. Recreation Director Phil Harper presented the following report:

- A Ribbon Cutting was held on Saturday, June 14 at 10:00 a.m. at the new splash pad located at the Rotary Soccer Complex with around 40 people attending.
- The Summer Food program is going well.
- An Elementary Pop-Up event was held on Saturday, June 21 with 12 families attending.
- An Adult Men's Soccer Tournament was held (1-day event) and 8 local teams within a 100 mile radius participated in the tournament.
- Waterlife Church will have food trucks available for the July 5th fireworks event. There will also be music and the annual foam event for children.
- The Summer youth basketball league was held at the Martin Luther King, Jr. (MLK) Center. Around 60 basketball players and 25 cheerleaders participated.
- Registration is underway for the Summer Basketball Camp at the Martin Luther King, Jr. Center on July 9 & 10.
- Open swim attendance is going well and our largest day was June 7 with 265 recreational swimmers.

1. Finance and Administration: Finance Director Donna Bean presented the Financial Summary of May 31, 2025 to City Council as follows:

- A. May Financial Summary: Director Bean reported the General Fund's Over/Under balance as of May 31, 2025 is \$888,571.16, the Downtown District is \$12,413.12 and the Water & Sewer Fund is \$766,898.41. She further presented a Financial Summary by Department and stated the financials are where they should be. Additionally, Director Bean stated she is working on closing out the fiscal year ending June 30, 2025 plus working on tax bills.

(A copy of the May Financial Summary is attached to these minute as information.)

- B. Capital Project Budget Amendment: Director Bean presented a Capital Project Budget Amendment in the amount of \$430,000 to be made to the capital budget ordinances for the fiscal year ending June 30, 2025. The purpose of the budget amendment is to authorize transferring funding into the departmental budget lines.

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

Motion

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to approve the Capital Project Budget Amendment in the amount of \$430,000 as recommended by Finance Director Donna Bean.

IV. Interim Director of Special Projects and Grants David Coffey gave the following updates on Projects:

Playgrounds

- The new 5-12 year old set is installed at Mulberry and the new 2-5 year old set is installed at West End. The gravel is being installed today for a drainage base under the mulch. Then we will install a geo fabric over top of the grave to create a separation between the gravel and mulch. The mulch is being delivered Wednesday and Thursday. Weather permitting we will have the playgrounds complete and opened back up by the end of the week.

Mulberry Recreation Center

- The contractor (Precision Contracting, David Grey) was hoping to be wrapping up the project

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by the end of June, but rain and waiting on some of the products to come in have held them up a little. The new gutters are being installed this week. The outdoor basketball court has been pressure washed, and is being repainted this week. Building maintenance will be installing new ceiling fans in the large meeting room. The new tables are scheduled to be delivered today which will give MLK 10 new round folding tables and 60 new padded folding chairs.

Aquatic Center

- We are still in the design phase and getting pricing on some of the updates to consider the feasibility of the new features we hope to install. We are very happy with the new design and layout at this facility as it will make the function of the facility much better. We are scheduled to do a 100% plan review on Wednesday, June 25. The contractor has a schedule to go out to bid around July 7th with a completed project by April 2026.
- The Splash Pad project is 99% complete and the remaining small items will be done by staff. The project has turned out well and is getting a lot of use by the public.

The Campus

- The design team at Maurer Architecture is making progress on the design and is planning to have a 90% page turn meeting for plan review around July 11th. A subcontractor outreach was held on June 6th with eight different subcontractors showing up. J.M. Cope is planning to go out to bid by the end of July and provide the notice to proceed to the subcontractors in August.

VII. OTHER

- A. July Calendar: The calendar for the month of July was provided in the packet as information listing Committee meetings and upcoming events.
- B. Closed Session: Pursuant to N.C.G.S. §143-11.a(5), and upon a motion by Councilmember Perdue, City Council entered into closed session to discuss personnel.
- C. Open Session: Upon a motion by Councilmember Prestwood which carried unanimously, City Council re-entered into open session.

Mayor Gibbons stated City Council has done an evaluation for City Manager Scott Hildebran and recommends a 3% salary increase effective the next pay period as recommended by Council.

Mayor Gibbons expressed Council's appreciation to Mr. Hildebran for all he does along with keeping Council well informed and up-to-date on matters. Mayor Gibbons stated Council was proud of Mr. Hildebran and referenced how active he is locally and across the state.

City Manager Hildebran thanked City Council for the privilege of working for the City of Lenoir, such a great Council, and all Staff members. He referred to how City Council supports education for Staff and how it helps build our culture.

VIII. ADJOURN

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A. There being no further business, the meeting was adjourned at 10:12 a.m.

Attachments

Smith, Rodgers, & Aldridge PLLC Contractual Agreement

May Financial Summary

Budget Amendment

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 24 hours 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 24-hour 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 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
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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	

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