

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, February 3, 2026
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Mayor Pro-Tem Ike Perkins, Councilmembers present were Jonathan Beal, Rebecca Dellinger, Ralph Prestwood, Kimmie Rogers, David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Lauren Hartley and Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church, and Economic Development Main Street Director Brenda Floyd.

I. CALL TO ORDER

Mayor Gibbons said February is Black History month, the city will hold events throughout the month.

Mayor Gibbons announced The Lenoir Rotary club recognized Lester Whittington, Martin Luther King Jr. Center Director, with the Vocational Service Award. Mayor Gibbons said he has appreciated what Lester has meant to the City of Lenoir, recreation department, and the community.

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- B. On behalf of City Council, Mayor Gibbons recognized Planner Matt Duchan for completing the American Institute of Certified Planners (AICP) through the American Planning Association. Mayor Gibbons thanked Matt Duchan for all the hard work and said the Planning Department has a great team.

Planning Director Hannah Williams said Matt Duchan is a skilled and effective Planner, he holds a Master's degree in Urban and Regional Planning from the University of Colorado. Matt Duchan held a leadership role with the comprehensive plan process and has built relationships with the public and Planning staff. Hannah said the AICP is a national certification with a test and experience assessment section, and she is proud of Matt for getting this certification.

Matt Duchan thanked council and staff for supporting him and admires the city's partnership.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

III. CONSENT AGENDA ITEMS:

Mayor Gibbons presented the following items:

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, January 20, 2026, as submitted.
- B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, January 27, 2026, as submitted.
- C. McGill Associates, P.A.; Task Order #6: Staff recommends approval of Task Order No. 6 for civil engineering services related to The Campus Improvements Project (Phase 1) in the amount of \$18,500. The services include conducting contract administration for the construction site/civil work for Phase #1 as submitted.
- D. Freese & Nichols Inc.; Amendment #1 Lead/Copper Predictive Modeling: Staff recommends approval of Amendment #1 of the Lead/Copper Service Line Inventory Phase 3 Agreement for professional services for the development and coordination of a predictive modeling approach in identifying all service lines. The proposed Amendment #1 amends the Professional Services Agreement dated November 19, 2024 in the amount of \$96,000 for a revised total contract amount of \$251,000. The fee will be paid from the principal forgiveness loan, thus, resulting in no additional cost to the City as submitted.
- E. Destination By Design Studios, LLC: Amendment #1 Gateway Signage Construction Specifications Contract: Staff recommends approval of Amendment #1 for construction phase services/contract administration related to the installation of four (4) gateway signs in the amount of \$41,477 as submitted.
- F. Capital Project Ordinance; Gateway Signs Project: Staff recommends approval of a Capital Project Budget Ordinance in the amount of \$569,749 for The Gateway Sign Project as submitted.
- G. WPCOG Agreement - Code Enforcement Assistance; Staff recommends approval of an agreement with the Western Piedmont Council of Governments for temporary non-residential code enforcement assistance for a fee not to exceed \$22,300.00 during the period beginning February 03, 2026 and ending June 30, 2026 as submitted.
- H. RiteLite Signs, Inc.: Change Order #3 for Hydro Vac Services: Staff recommends approval of Change #3 for hydro vac boring services related to borings required based on field survey/conditions/obstructions for 40 hole locations identified for wayfinding sign installation in the amount of \$62,000 as submitted.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 7 to 0 to adopt the above listed items (A through H) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

City Manager Scott Hildebran presented the following items of information:

1. The City Planning Retreat will be held on Friday, February 6 at 8:30 a.m. at the Blue Ridge Energy meeting room.
2. The City/County Services Committee will meet on Monday, February 9 at noon at the J.E. Broyhill Civic Center.

- 3. The Planning Board will meet on Monday, February 9 at 5:30 p.m. at City/County Chambers.
- 4. The Economic Development Advisory Committee will meet on Tuesday, February 10 at 8:15 a.m. at the J.E. Broyhill Civic Center.
- 5. The ABC Board will meet on Thursday, February 12 at 2:00 p.m.
- 6. The Lenoir Business Advisory Board will meet on Thursday, February 12 at 6:00 p.m. at City Hall, Third Floor.
- 7. The Parks and Recreation Board will meet on Monday, February 16 at 6:00 p.m. at the Mulberry Recreation Center.

City Manager Hildebran thanked all city staff for their hard work during the snow and ice.

Hildebran shared the Martin Luther King Jr. events and dates, which are listed on the website.

Hildebran also recognized and congratulated Major Chris Bumgarner on his promotion as Major, effective February 1, 2026.

Communication & Public Information Director Joshua Harris talked about the new Leadership Lenoir Civic Learning Academy, applications are now open. Harris said applicants must live or work in the city limits, be 16 years old or older and be willing to commit the time to the program. The goal is to teach citizens about the City of Lenoir local government and services it provides. Once completed, the applicants will be invited to a council meeting to be recognized.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

There was no report from the City Attorney.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

Mayor Gibbons said there will be a recommendation for a vacant Planning Board member appointment on the February 17 agenda.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 6:23 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

EXHIBIT B

TASK ORDER NO. 6

This **TASK ORDER NO. 6** dated the 3rd, day of February 2026 is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated January 7, 2025, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled:

The Campus – Construction Administration Auditorium/Gymnasium Site

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

Construction Administration services for civil-site work related to renovation of the existing Auditorium and Gymnasium buildings on the former Lenoir High School campus located at 1114 and 1116 College Avenue Southwest.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

Construction Administration Auditorium/Gymnasium Site

1. Attend one (1) preconstruction meeting.
2. Provide responses to civil-related Requests for Information (RFI's).
3. Review civil-related shop drawings and submittals submitted by the Contractor.
4. Attendance at up to two (2) regular progress meetings.
5. Review civil-related work items in Contractor pay applications and change order requests.
6. Provide up to ten (10) hours of civil construction observation during active civil-site construction.
7. Provide one (1) punch list site visit and one (1) final closeout site visit with reports.

8. Provide record drawings based on Contractor's red line markups and Contractor provided as-built survey prepared by a North Carolina licensed Professional Land Surveyor.

This Scope of Services is based on the following assumptions:

- All information provided to McGill Associates by the Owner will be deemed reliable for use as presented
- This OWNER will provide McGill Associates Personnel access to the project site.
- Construction phase services are based on a 335-day construction duration.
- Regular erosion control inspections will be performed by the Contractor and are not included under this proposal.
- Revisions to plans that are required during construction due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
- Assistance with procuring Certificate of Occupancies for the building or inspections associated with vertical/structural elements of construction are not included in this scope of services.
- Progress meetings will be led by the General Contractor, and McGill Associates will only be attending as requested.
- Attendance at meetings not listed in the above scope of services is not included in the compensation fees and can be billed on an hourly basis as additional services.
- Services for tasks other than those specifically detailed above are not included in the compensation fees.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 6 the following amounts:

\$ 18,500.00 Hourly to a Maximum

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 6 in duplicate originals:

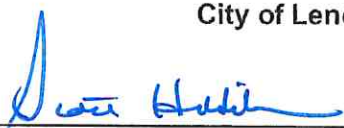
EXECUTED this 3rd day of February, 2020

McGill Associates, P.A.



Douglas Chapman, PE
Hickory Office Manager


City of Lenoir

By: 

Scott Hildebran
City Manager

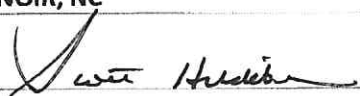
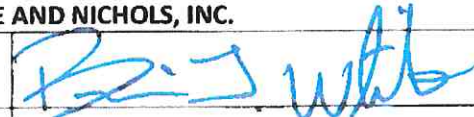
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Donna Bean
Donna Bean
Finance Director

		PROFESSIONAL SERVICES AGREEMENT	
		AMENDMENT #1	
City of Lenoir		FNI Project:	LNR20129
801 West Avenue NW		Client Contract:	Professional Services Agreement Nov. 19, 2024
Lenoir, NC 28645		Date:	1/20/2026
Project Name:	LCRR Phase 3 – Completion of Service Line Inventory Through Field Services		
Description of Services:	<p>Task A3. Project Management Meetings: FNI will coordinate up to twelve (12) virtual monthly meetings from Jan. – Dec. 2026 with the City to discuss project progress.</p> <p>Task B5. Predictive Model Development and Implementation: FNI will develop a predictive model, coordinate approval with NC DEQ, and use the predicted service line material results to inform Task B2 and Task C4. All aspects of the predictive model will comply with NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>.</p> <ul style="list-style-type: none"> a. Characterize distribution of systemwide service lines and Unknowns. b. Identify representative sample of service lines of known material from previous field inspections for training/testing. c. Develop, calibrate, and test Predictive Model. d. QC Predictive Model. e. Draft Proposal according to NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>. f. QC Proposal and deliver to NC DEQ for approval. g. Iteratively improve Predictive Model based on additional service line material data from field inspections, prioritized by predictive model predictions of Unknown and Likely Galvanized Requiring Replacement, in Phase 3. h. Draft Report according to NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>. i. QC Report and deliver to NC DEQ for approval. j. Assign predicted service line materials to the 2026 Inventory after NC DEQ approves the Report. k. Coordinate up to two (2) virtual meetings with NC DEQ for discussing predictive model questions. <p>Task C7. Support with Inventory Submittal to NC DEQ in 2026: FNI will support Lenoir with preparing the Inventory ahead of NC DEQ’s 2026 submittal deadline. Support will include QC of the City’s NC DEQ spreadsheet template content. FNI will also support Lenoir with preparing updated Annual Letter templates (if needed) and public communication materials (webpage content, FAQs) to accompany the 2026 Inventory submittal.</p>		

Deliverables:	<p>Task A3. Project Management Meetings:</p> <ol style="list-style-type: none"> 1. Meeting agendas (email) 2. Meeting minutes (email and/or PDF) <p>Task B5. Predictive Model Development and Implementation: NC DEQ Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina deliverables:</p> <ol style="list-style-type: none"> 1. Proposal (PDF) 2. Report (PDF) <p>Task C6. Support with Inventory Submittal to NC DEQ in 2026:</p> <ol style="list-style-type: none"> 1. 2026 Inventory QC notes (Email and/or Excel) 2. 2026 updated Annual Letter templates (Word) 3. 2026 updated Public Communication materials (Word)
Schedule:	Project completion in Dec. 2026
Compensation Type:	Lump Sum Fee
Current Contract Amount:	\$155,000
Amount of this Amendment:	\$96,000
Revised Total Amount Authorized:	\$251,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF LENOIR, NC		FREESE AND NICHOLS, INC.	
By:		By:	
Name:	Scott Hildebrand	Name:	Brian T. White
Title:	City Manager	Title:	Principal / Vice President
Date:	2/4/2026	Date:	January 20, 2026

Destination by Design and City of Lenoir Gateway Signage Construction Specifications Contract

(CONTRACT ADDENDUM) 10.29.2024

THIS AGREEMENT entered into this 3rd day of February, 2026, by and between the City of Lenoir, hereinafter referred to as the "Client" and Destination by Design Studios, PLLC, (DbD) a professional consulting firm, hereinafter referred to as the "Consultant", is an ADDENDUM to the AGREEMENT entered into on the 2nd DAY OF APRIL 2024. All provisions of the original contract shall remain.

1.0 Background

The Client executed a contract on 2nd day of April 2024 for the Consultant to provide construction specifications for three (3) major gateway signs leading into the City of Lenoir. The Client subsequently requested the Consultant to provide specifications for an additional gateway sign (located southbound from Boone, NC).

The Client, having received bids on the construction of four (4) wayfinding signs has requested to enter into the construction phase services.

2.0 Additional Scope and Fees

Task 1: Construction Phase Services/ Contract Administration. DbD shall advise and consult with the City during the Construction Phase. DbD shall have authority to act on behalf of the City only to the extent provided in this Agreement. DbD shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with facility construction, nor shall DbD be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. DbD shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. DbD's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date that DbD issues the final Certificate for Payment. Contract Administration services include a preconstruction meeting, evaluations of work at monthly on-site progress meetings, certificates for payment to contractor, submittal review, minor changes to work, substantial completion, and punch lists. It is anticipated these services will be provided over a 6 month construction timeline. Should the Contractor fail to perform the work within the construction timeline, additional contract administration services will be billed at hourly rates found in Section 3.2.

3.0 Schedule of Fees

The fees below are lump sum and in accordance with the Scope of Services identified in 2.0 above, barring substantial change in the project budget, scope of service, or schedule.

The following services are for all four (4) locations as noted on Exhibit A: Project Study Areas

Task 1: Contract Administration 10% of final construction cost (\$414,772.00)

Total Additional Fee: \$41,477.00

4.0 Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Lenoir

[Handwritten Signature]

Signature

Date

City Manager

Title

Destination by Design Studios, PLLC

Charles A. Gotherman

Signature

02/10/26

Date

Principal

Title

Capital Project Ordinance for the City of Lenoir Gateway Signs Capital Project

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to authorize activities for the Gateway Signs Capital Project to include the expenditure of funds for the design, construction, installation, and project administration for the Gateway Signs Capital Project. The project is to be funded by local funding and an allocation from the Lenoir Tourism Development Authority (LTDA).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Description	Budget
Gateway Signs Construction, Installation & Design	\$569,749
Total Expenditures	\$569,749

Section 4: The following revenues are anticipated to be available to complete this project:

Description	Budget
LTDA Funding	\$100,000.00
Local Funding	\$469,749.00
Total Revenue	\$569,749.00

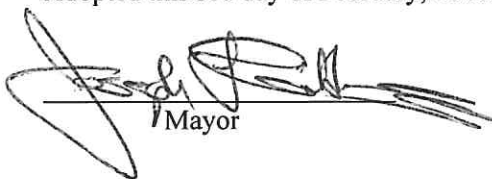
Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

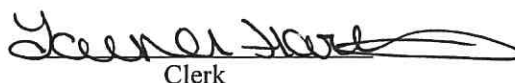
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 3rd day of February, 2026.


Mayor


Clerk

AGREEMENT BETWEEN THE
 WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND THE
 CITY OF LENOIR
 FOR THE PROVISION OF CODE ENFORCEMENT:
 February 04, 2026- June 30, 2026

This agreement, entered into on this the 04th day of February, 2026, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Lenoir, North Carolina (hereinafter referred to as the "Local Government");
 WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made part of this contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate the Local Government in every way possible to that end that the proposed activities are carried out in an efficient and professional manner;

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

1. **Personnel** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing** The Local Government will pay for expenses related to conferences, seminars, local travel, etc, of personnel when the Local Government requests or approves travel related to the Local Government's Planning program, or if it is beneficial to both parties, the cost will be shared on an agreed upon ratio.

The Local Government will also pay for expenses related to printing of reports(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$22,300.00 (twenty-two thousand three hundred dollars)** during the period beginning February 01, 2026 and ending June 30, 2026. These fees will be billed in quarterly payments.

4. **Termination/Modifications** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps and documents submitted during the period beginning February 01, 2026 and ending June 30, 2026.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials**, No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members, officers, employees and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination, with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

ATTACHMENT A
CITY OF LENOIR
CODE ENFORCEMENT
FEBRUARY 01, 2026 – JUNE 30, 2026
WORK PROGRAM

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the City of Lenoir. The product(s) of the planning activities shall be:

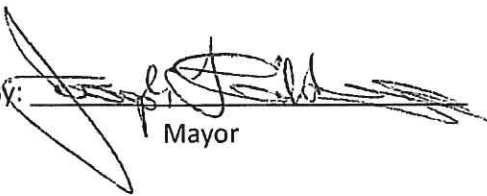
WORK PROGRAM

- With Council guidance, identify and prioritize commercial properties that do not meet non-residential standards.
- Show Lenoir Code Compliance how to identify all violations on site and what owners can do to bring site into compliance with non-residential standards.
- Discuss most effective remedies for various situations (when to vacate and close, vacate and demo, charge civil penalties, and lawsuit).
- Give tips on overlapping code enforcement standards (public nuisance, minimum housing, fire code, & nonresidential) and involving other departments or entities.
- Attend site visits with Lenoir Code Compliance for nonresidential complaints.
- Assist in drafting warning letters, NOVs, findings of fact, and subsequent communications for nonresidential standards.
- Establish administrative hearing procedures and carry out said procedures.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF LENOIR


PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOVERNMENTS

By: 
Mayor

By: 
Executive Director

Planning Agency:

By: 
City Manager

By: 
Chair

Pre-audit statement:

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

By: 
Local Government Finance Officer

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:	2/27/2026
Project Manager:	Amy Martin
Salesperson:	Renee 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
7	Installation of Non-Electric Signs Description: CO#3 - Additional charges to be incurred for Vac Boring as required based on field survey/conditions/obstructions. * As of 1/21/2026, 40 holes are identified as requiring Vac Boring.	40	\$62,000.00

Don Hartsell
 2/19/2026

Change Order Total

Subtotal:	\$62,000.00
Taxes:	\$4,185.01
Total:	\$66,185.01