

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, March 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 Dylan Laws.

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, 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 announced today, March 3, is election day and encouraged everyone to go vote in the primary election.

Mayor Gibbons also asked for everyone to keep in their thoughts and prayers the family of Jeff Joines, upon his passing. Mr. Joines was a community leader and known for his radio broadcast career, and served on the Board of Directors at Blue Ridge Energy.

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- B. Chief of Police Andy Wilson presented the 2025 Annual Police Report to City Council. The highlights include crimes against persons total 451, 16.24% increase, crime against society total 410, 8.28% decrease, crimes against property total 897, 5.68% decrease, communication division processed 52,813 phone calls, calls for service total 24,174, and training hours total 10,452. Involuntary commitments had a 18.6% increase with 99 overdoses with a 10.8% decrease.

Chief Wilson said the police department did some restructuring and added a sworn officer, IT Specialist, to aid in Digital Forensic Analysis. The police department held their 20th Citizens K9 Academy and Cadet Camp program held last year.

(A copy of the full report is on file in the City Clerks office.)

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, February 17, 2026, as submitted.
- B. Minutes: Approval of the Committee of the Whole minutes of the meeting of

Tuesday, February 24, 2026, as submitted.

- C. Bid Award: Pennell Street Gateway Pedestrian Bridge Repair; Staff recommends awarding the contract to Shotcrete Contractors Inc. for the lump sum of \$59,700.00. Shotcrete Contractors Inc. is the lowest, responsive, responsible bidder, is appropriately licensed and is adequately equipped to perform work of this nature as submitted.

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to adopt the above listed items (A through C) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

The following people spoke in support of His Humble Hands and their use of sleeping pods/shelter homeless.

- Jenny Wheelock of 209 Maple Drive NW
- Patrick Ariztia with His Humble Hands of 532 Harper Ave
- Joseph Twist of 107 Forest Hill Drive
- Alice Guston of 107 Forest Hill Drive
- Angela Varner of 1716 Blowing Rock Blvd.

Other speakers include:

- City of Lenoir Planning Director Hannah Williams spoke about the sleeping pods and actions taken by the Planning Department. Hannah said the Planning Department supports the need for transitional housing but they must follow processes established by state and local law.
- Fire Marshall Chris Jacobs spoke about the sleeping pods not qualifying for warming stations or emergency shelters and the rules and procedures for the City of Lenoir.
- Western Piedmont Council of Governments (WPCOG) Homeless Response Manager Amber Brafford spoke about their communication with the property owner the pods are currently housed and His Humble Hands. Mrs. Brafford spoke about the assistance the WPCOG Homeless Response Team provides for homeless and people in need.

Mayor Gibbons gave a statement concerning His Humble Hands relocating the sleeping pods without permission and resources available through nonprofits and the WPCOG Homeless Response Team.

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 Planning Board will meet on Monday, March 9, at 5:30 p.m. at the City/County Chambers.
2. The City/County Services Committee will meet on Monday, March 9, at noon at the J.E. Broyhill Civic Center.
3. The ABC Board will meet on Thursday, March 12, at 2:00 p.m.
4. The Lenoir Business Advisory Board will meet on Thursday, March 12, at 6:00 p.m. at City Hall, Third Floor.
5. The Leadership Lenoir Civic Learning Academy will meet on Monday, March 9, at 5:30 p.m. at City Hall, Third Floor.
 - Communication & Public Information Director Joshua Harris said 31 applications were received and 20 people have been accepted in the class. An email was sent to the

selected applicants. If an applicant cannot commit to the program, Joshua Harris will reach out to the next person on the waiting list. Joshua Harris thanked the Mayor, City Manager, and Council for their support.

6. The Parks and Recreation Board will meet on Monday, March 16, at 6:00 p.m. at the Aquatic Fitness Center.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

There was no report from the City Attorney.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Mayor Gibbons recommended to City Council that John Arnaud be appointed to serve on the Planning Board for an unexpired term ending June 2027. This appointment was announced at the February 17, 2026, City Council meeting.

Upon a motion by Councilmember Prestwood, City Council voted 7 to 0 to approve the recommendation of appointment for John Arnaud to serve on the Planning Board for the unexpired term ending June 2027.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

Councilmember Beal commended Joshua Harris and the folks participating in the Leadership Lenoir class, there is a lot of information to be learned at the city level. Beal said he hopes the class is successful and can continue with more classes in the future.

Communication & Public Information Director Joshua Harris said the City Manager and Department Heads are leading the sessions.

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 7:09 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

January 28, 2026

City of Lenoir
Public Works Depart.
510 Greer Circle SW#B
City of Lenoir, NC 28645

Subject: Proposal for Greenway Pedestrian Bridge Repair

Dear Mr. Hogan,

Shotcrete Contractors is pleased to offer this Proposal for the above-referenced project. This proposal is exclusively for City of Lenoir Public Works herein known as the "Owner," to consider. The site is located at 415 Pennell St NE, Lenoir, NC.

I. Proposed Scope of Work

Perform necessary repairs to stabilize existing abutment located under the West end of the bridge, including scour protection.



Figure 1: View at existing bridge



Figure 2 & 3: View at abutment requiring scour protection

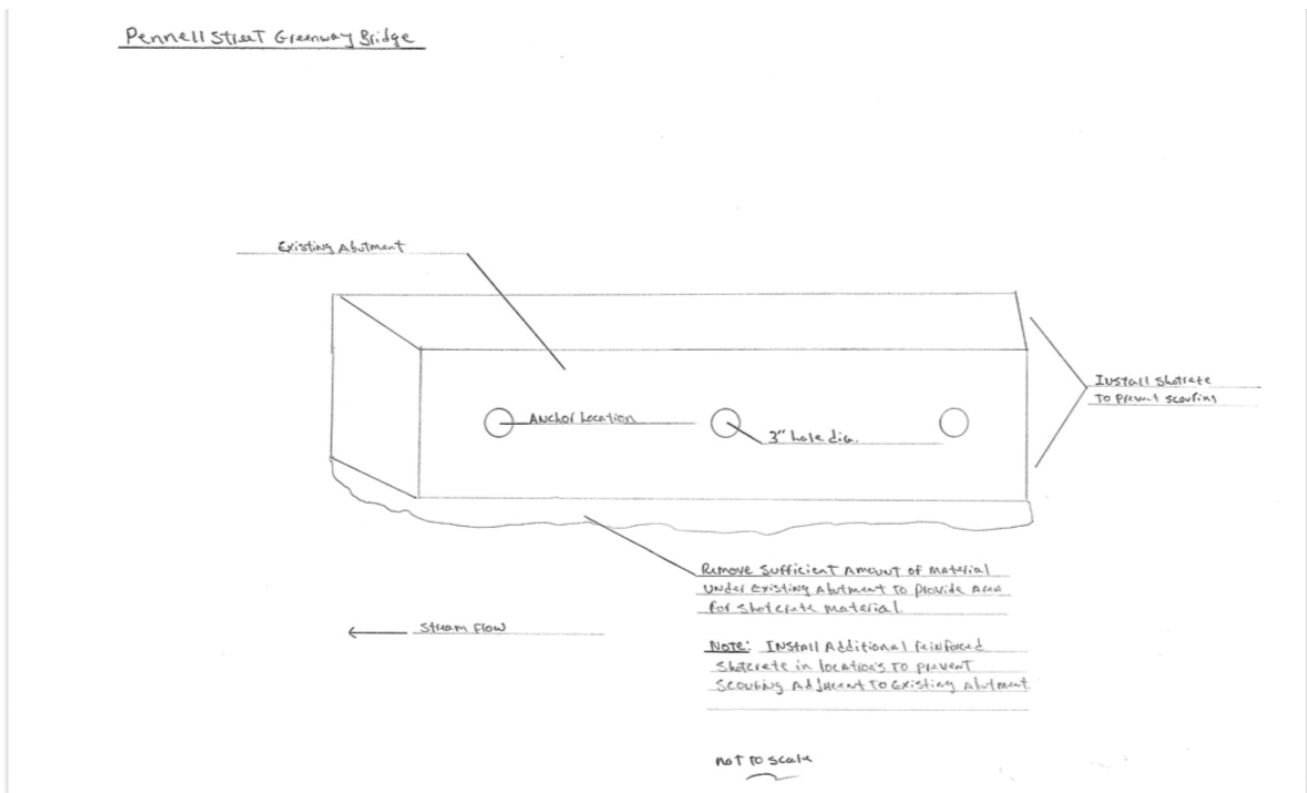


Figure 4: Proposed repair with anchor locations determined in the field

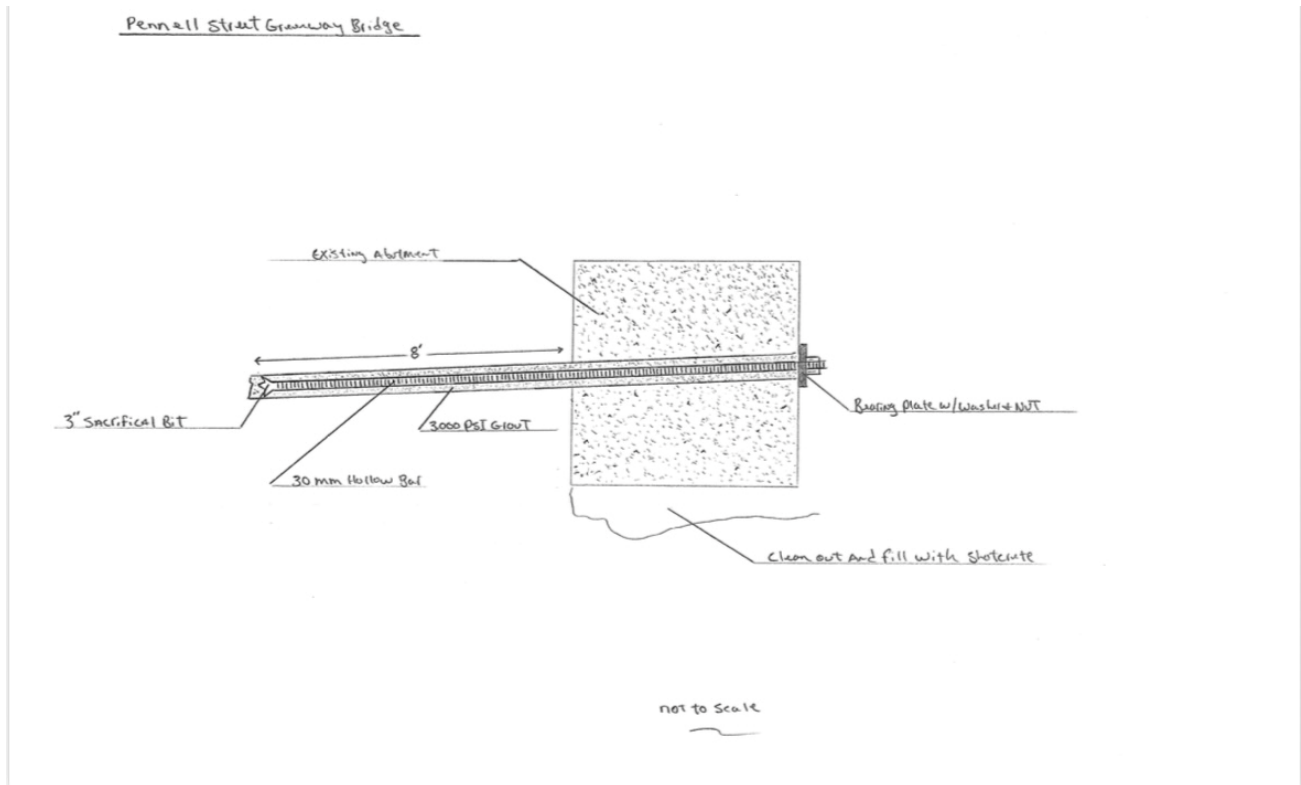


Figure 4: Proposed repair with anchor locations determined in the field

II. Roles and Responsibilities

Shotcrete Contractors' scope of work includes labor, tools, equipment, and materials to design and install anchors to secure abutment and install shotcrete under abutment and adjacent areas to prevent scouring. Please see detailed drawings.

1. Once mobilization is completed all vegetation will be cleaned away adjacent to the abutment. Additional dirt and debris will be removed from under the abutment to provide for shotcrete application.
2. Once abutment is secured with shotcrete holes will be cored through the abutment and anchors installed per detailed drawing.

Owner would be responsible for the following:

1. Continuous access to the work area (five days per week, up to 10 hours per day).
2. Access to potable water.
3. Provide access for SCI equipment on-site.

III. Key Assumptions, Clarifications and Exclusions

The following are additional key assumptions made in the preparation of this proposed scope and

fee.

- No off-site waste is assumed.
- No surveying is included (e.g. layout survey, as-built survey, and wall tolerances as required).
- The cost of a bond premium is not included in the Shotcrete Contractors' price. If desired by and paid by the Owner, Shotcrete Contractors will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- Prevailing wages are not included in Shotcrete Contractors' price.
- Buy American/American Material Requirements are not included in Shotcrete Contractors' price.
- Quote does not include the removal or relocation of any utilities.
- No design engineering or permitting is included.
- Work assumes favorable weather and site readiness.
- Shotcrete will be applied in strict accordance with ACI Specifications governing Shotcrete Application. All work will be performed with personnel frequently engaged in the application of shotcrete.
- Work assumes favorable weather and site readiness.

IV. Anticipated Schedule

Shotcrete Contractors estimates that the work described above can be completed in approximately **8 days**. The approximate delivery schedule below assumes timely delivery of information and review comments from the owner. All construction work is based on a work schedule of Monday through Friday, up to 10 hours per day as weather and daylight permits. Shotcrete Contractors can mobilize to the site within a mutually negotiated timeframe from Shotcrete Contractors receiving an executed contract, approved submittals, and a written notice to proceed.

V. Pricing

Our scope of work includes labor, tools, and equipment to perform the work described herein based on the prices listed below. The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day Shotcrete Contractors mobilizes on the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase. We propose to perform the above scope of work via the following fee breakdown. This pricing also assumes work is completed within 10 or more hours of daylight.

Table 1 – Cost Estimate

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$6,000.00	\$6,000.00
2	Install Shotcrete and Anchors	1	LS	\$53,700.00	\$53,700.00
Total					59,700.00

VI. Closure

Thank you for the opportunity to propose this very important project. If you have any questions or would like any additional information, please don't hesitate to contact me.

Sincerely,

Shotcrete Contractors

Mike Milton

Mike Milton

mike.milton@geospecialties.com

c: 423.494.0945

Accepted by: *Jonathan A. Hogan*
(Signature)

Accepted by: Jonathan Hogan
(Printed name/title)

Date: 3/4/2026

Attachment A – Standard Terms and Conditions

1. Standard of Care

Shotcrete Contractors will perform its services in a manner consistent with the level of care and skill ordinarily exercised by professionals practicing under similar conditions in the same geographic area. These services are subject to the time, budgetary, and physical constraints applicable to the project. No express or implied warranties are provided under this Agreement.

2. Invoices and Payment Terms

Shotcrete Contractors will submit monthly progress invoices and a final invoice upon completion of services. Payment is due upon receipt. Any unpaid balance will be considered past due after thirty (30) days from the invoice date. A finance charge of two percent (2%) per month, or the maximum rate allowed by law, will apply to all past due amounts. The Client agrees to pay any and all attorneys' fees, legal costs, and other collection expenses incurred by Shotcrete Contractors in recovering overdue payments.

3. Delays and Force Majeure

Shotcrete Contractors shall not be held liable for damages or delays in performance resulting from causes beyond its reasonable control. Such causes may include, but are not limited to, actions or inactions by the Client or its representatives, delays by governmental authorities, labor unrest, natural disasters, acts of terrorism, internet outages, supply interruptions, or other events that are unforeseen or not reasonably preventable.

4. Limitation of Liability

The Client must notify Shotcrete Contractors in writing of any actual or suspected deficiencies arising from Shotcrete Contractors' services. Failure to provide such notice will relieve Shotcrete Contractors of any further responsibility. To the extent permitted by law, all liability arising from Shotcrete Contractors' work shall expire no later than one (1) year from the date of the error, act, or omission, or by the applicable statute of limitations—whichever is earlier. In no event shall Shotcrete Contractors' liability exceed the total fee received for the services performed. The Client also acknowledges the inherent limitations of engineering evaluations of subsurface conditions, which may not reflect unknown site conditions or changes over time. Shotcrete Contractors shall not be liable for damages arising from such unknown or changed conditions.

5. Insurance

Shotcrete Contractors maintains professional liability insurance and will provide a certificate of insurance upon request. Shotcrete Contractors' liability is limited to the terms, exclusions, and coverage amounts stated in its insurance policy. Should the Client require additional project-specific coverage beyond existing limits, Shotcrete Contractors will obtain such insurance at the Client's expense, based on the premium differential.

6. Professional Work Product

All reports, plans, field notes, laboratory data, drawings, and electronic media created by Shotcrete Contractors are considered its professional work product and remain the sole property of Shotcrete Contractors. These documents are intended for one-time use on the specific project for which they were prepared and may not be reused on any other project without prior written consent. Unauthorized reuse shall be at the Client's risk, and the Client agrees to defend, indemnify, and hold Shotcrete Contractors harmless from any liability or damages arising from such reuse.

7. Data and Information

The Client shall provide all relevant project information, including reports, studies, plans, specifications, and other documentation necessary for the execution of services. Shotcrete Contractors is entitled to rely on the accuracy and completeness of the information provided and assumes no responsibility for verifying or supplementing that data.

8. Right of Entry

The Client shall provide right of entry for Shotcrete Contractors, its subcontractors, and equipment as needed to perform the contracted services. If the Client is not the property owner, it is the Client's responsibility to secure the appropriate permissions. The Client acknowledges that some surface damage may result from normal activities and that such restoration is not included in Shotcrete Contractors' scope unless specifically noted.

9. Control of Work and Jobsite Safety

Shotcrete Contractors is responsible only for the safety of its own employees and subcontractors. Jobsite safety for all other personnel, contractors, and visitors remains the responsibility of the Client and other consultants. Shotcrete Contractors

does not supervise or control safety conditions at the jobsite and shall not be held liable for any jobsite incidents or injuries beyond its own personnel.

10. Disputes

Any disputes, claims, or controversies arising out of or related to this Agreement shall first be submitted to mediation prior to initiating litigation or arbitration. The parties agree to make a good faith effort to resolve issues through this non-binding process.

11. Termination

This Agreement may be terminated by either party for material breach, provided the breaching party fails to begin and continue corrective actions within seven (7) days of receiving written notice. Upon termination, Shotcrete Contractors shall be paid for all services rendered through the termination date, along with any reimbursable costs, including those related to subcontractors, consultants, materials, and travel. Shotcrete Contractors shall not be held liable for delays caused by suspension of services, and Client payment shall not be withheld based on project financing or third-party reimbursements.

12. Electronic Media

Electronic versions of documents provided by Shotcrete Contractors are subject to inadvertent alteration, degradation, or corruption due to software or transmission errors. These files are submitted for informational purposes only and are valid for review and acceptance for a period of thirty (30) days. Any defects must be promptly reported. Shotcrete Contractors makes no warranties regarding the fitness of such media. Unauthorized reuse, modification, or adaptation of these documents is prohibited, and the Client assumes all risk and liability for doing so.

13. Hazardous Materials and Contaminants

This Agreement does not include the assessment, identification, or remediation of hazardous substances such as asbestos, oil, or radioactive materials. Shotcrete Contractors is not responsible for designing or implementing systems to manage, remove, or treat such contaminants.

14. Miscellaneous Terms

This Agreement supersedes all prior agreements and contains the full understanding between the parties. Any amendment must be in writing and signed by both parties. Neither party may assign this Agreement without the other's consent, and no third-party beneficiaries are created. Shotcrete Contractors may engage affiliated or independent subconsultants, for whose work Shotcrete Contractors remains responsible under the limitations of liability stated herein. No waiver of any provision shall be deemed a waiver of future rights, and all rights and obligations (including those related to liability) shall survive termination.

The Client agrees not to use Shotcrete Contractors' name or any references to its work in public-facing materials without express written consent. If any provision is found unenforceable, the remainder shall remain in effect. This Agreement is governed by the laws of the Commonwealth of Kentucky unless another jurisdiction is required for enforcement. The individual signing on behalf of the Client warrants full authority to bind the Client to this Agreement.

15. Additional Conditions

If site readiness or project delays beyond Shotcrete Contractors' control cause lost time after crew mobilization, the Client agrees to pay a fee of \$600 per crew-hour. Any retainage held shall be released to Shotcrete Contractors within thirty (30) days of its work completion. Shotcrete Contractors shall not be held responsible for liquidated damages, delay damages, or other schedule-related penalties outside its control.

Shotcrete Contractors assumes no liability for disturbances caused by construction vibrations, ground movement, settlement, or unmarked utilities. The Client or Contractor shall indemnify Shotcrete Contractors for any resulting claims and take appropriate precautions, including vibration monitoring or other mitigation. Furthermore, the Client is responsible for ensuring utilities are located prior to mobilization; potholing, relocation, or removal of utilities is not included.

This proposal shall remain valid for **thirty (30) days** from the date of transmittal.

16. Changes and Site Readiness

If the contract scope is modified after Shotcrete Contractors has delivered materials or commenced work, or if the project site is not ready for Shotcrete Contractors to begin work as scheduled, or if other delays occur that are outside the control of Shotcrete Contractors (including but not limited to coordination issues, third-party delays, or site inaccessibility), the Client agrees to compensate Shotcrete Contractors at a rate of **\$600.00 per crew-hour** for lost time. This charge shall apply to each hour a mobilized crew is unable to perform work due to such circumstances.