



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, March 17, 2026 | 6:00 pm



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will recognize the City of Lenoir 2025 NC Main Street Champion. Each year at the NC Main Street Conference, the State of NC Main Street & Rural Planning Center recognize the efforts of dedicated individuals who have contributed to the success of the local downtown programs across the state. Each NC Main Street program may designate one individual, couple, organization, group, business partnership or civic entity as their community's NC Main Street Champion. A non-competitive award designation honors those persons who have made extraordinary contributions to their downtown.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Project Picanha; Consideration of an Economic Development Agreement by and between City of Lenoir and Swift Beef Company (aka Wildfork Foods) for expansion of their operations in Lenoir. Swift Beef Company acknowledges that but for the local governments' provision of the economic development grants set forth herein, it would not have agreed to locate Project Picanha at the site and enter into this Agreement.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, March 3, 2026, as submitted.
- B. Renewal; Side Street Pour House Café Permit: Staff recommends renewal of the Sidewalk Café Permit with the following conditions for Side Street Pour House Café (carried forward from the original approval):
 1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
 3. All provisions of Sec. 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
 4. Current copy of Certificate of Liability Insurance naming the City as an additional insured must be provided to the Planning Department.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER**A. Items of Information**

1. The Committee of the Whole will meet on Tuesday, March 24 at 8:30 a.m. at City Hall, Third Floor.
2. The Foothills Regional Airport Authority will meet on Wednesday, March 25 at noon.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER**

- A. Closed Session: City Council will enter into closed session under N.C.G.S.§143-318.11(a)(3) to consult with the city attorney to preserve the attorney-client privilege between the attorney and the council in order to consider the handling of a judicial action. The parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session are Jonna L. Steward, John Does 1-20, and Jane Does 1-20. No action is expected.

X. ADJOURNMENT

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item: Project Picanha; Consideration of an Economic Development Agreement by and between City of Lenoir and Swift Beef Company (aka Wildfork Foods) for expansion of their operations in Lenoir. Swift Beef Company acknowledges that but for the local governments' provision of the economic development grants set forth herein, it would not have agreed to locate Project Picanha at the site and enter into this Agreement.

II. Background Information: Pursuant to N.C.G.S. 158-7.1, the Lenoir City Council will hold a public hearing to consider awarding an economic development incentive to Project Picanha.

Project Picanha represents an existing company in Caldwell County that is looking to expand its Operations in Lenoir, investing locally and creating more employment opportunities. The company anticipates that the total investments in improvements and equipment to be located on site will equal or exceed twenty million dollars (\$20,000,000.00) and create fifty (50) full-time jobs to be located at the site.

Grant amounts are calculated using the increase in tax value of all real property, personal property, and improvements above the base year’s value, as assessed by the Caldwell County Tax Administration Office. The amount of City of Lenoir property tax revenues which will be billed to the company for their capital investment improvements will exceed the amount to be paid out by the City for economic development grants. The City will consider providing annual grant payments equal to 20% in year one, 30% in year two, 40% in year three, and 50% in years four and five of the aggregate ad valorem taxes paid by the Company or any Affiliate to the City during the terms attributable to the improvements upon the site and equipment located at the site. The first payment would be following the investment and reporting to the Caldwell County Tax Office, and upon written notification by the Company of the tax year in which it elects to begin the five-year grant period. The company must begin the tax grant period by 2027.

This project has been reviewed and recommended for approval by the Caldwell County Economic Development Advisory Committee. Further, the Caldwell County Commission has approved a similar economic incentive agreement. Caldwell County Economic Development Director Ashley Bolick and representatives of Swift Beef/Wildfork Foods will be in attendance and available for questions.

III. Staff Recommendation: Staff recommends City Council approval of the Economic Development Agreement by and between the City of Lenoir and Swift Beef Company (aka Wildfork Foods) for expansion of their operations in Lenoir as submitted.

IV. Reviewed by:

City Attorney: T.J. Rohr
City Manager: Scott Hildebran

NORTH CAROLINA

TAX GRANT AGREEMENT

CALDWELL COUNTY

This Tax Grant Agreement ("this Agreement") is entered into by and between CITY OF LENOIR ("City"), a political subdivision of the State of North Carolina, and SWIFT BEEF COMPANY ("Company"), a corporation organized and existing under the laws of the state of Delaware, and having a place of business located in the City of Lenoir, Caldwell County, North Carolina.

WITNESSETH:

WHEREAS, pursuant to the authority of North Carolina General Statute §158-7.1, City has, after conducting a public hearing on this Agreement, agreed to provide certain incentives to Company upon the terms and conditions described hereinafter; and

WHEREAS, Company has represented to City that it intends to invest approximately TWENTY MILLION DOLLARS \$20,000,000 in the construction of a new building resulting in a 55,000 square foot expansion, and the installation of new equipment and machinery, at Company's location in the City of Lenoir, Caldwell County; and

WHEREAS, City finds that this Agreement will increase the population, taxable property, employment, industrial output, and business prospects of the City of Lenoir and Caldwell County; and

WHEREAS, based upon Company's representations, City has agreed to provide certain economic development incentives for Company's additions to City's ad valorem tax base:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree and contract as follows:

1. Subject to the terms and conditions set forth below, City will pay to Company for a period of five (5) consecutive years after the making of improvements to real estate and the installation of new equipment and machinery as described below, a tax grant in an amount equal to twenty percent (20%) in year one, thirty percent (30%) in year two, forty percent (40%) in year three, fifty percent (50%) in year four, and fifty percent (50%) in year five, of the ad valorem taxes paid by Company to City which are attributable to Company's additions to ad valorem tax base due to the improvements to its real estate and the installation of new equipment and machinery at Company's City of Lenoir, Caldwell County location that are made between September 1, 2025 and December 31, 2027. Company may choose to begin the five (5) year grant period during any tax year through 2027. Company must notify City, in writing, which tax year it elects to begin the five (5) year grant period. Company's real property valuation for its 2025 tax bill(s) will be the baseline for calculation of grant amounts regarding real property, and

the business personal property valuation for the 2025 tax bill(s) that is currently listed with County's tax office under JBS USA Food Company will be the baseline for calculation of grant amounts regarding business personal property. Company acknowledges that the current business personal property tax account for this property is in the name of JBS USA Food Company, of which Company is a direct subsidiary, that Company is and has been the owner of the business personal property, and that Company shall cause said account to be switched into Company's name immediately upon the execution of this Agreement by the parties. Company shall only receive a tax grant of the percentage identified herein on the amount of increased ad valorem assessed taxes attributable to Company's improvements to its real estate and the installation of new equipment and machinery at Company's City of Lenoir location.

2. During the five (5) year period that Company is eligible to receive tax grants, the grant(s) for each calendar year will be paid to Company within ninety (90) days after Company pays all of its city ad valorem tax bills for that calendar year in full.
3. City will be obligated to pay the grants provided in this Agreement only if Company is current in its payments of all taxes, charges, and fees owed to both Caldwell County and the City of Lenoir.
4. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers as a donation or a lending of the credit of City within the meaning of the State constitution. This Agreement shall not directly or indirectly or contingently obligate City to make any payments beyond those appropriated in their sole discretion, respectively, for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source or City's monies, nor shall any provision of this Agreement restrict, to any extent prohibited by law, any action or right of action on the part of any future City governing body. To the extent of any conflict between this paragraph and any other provision of this Agreement, this paragraph shall take priority.
5. Company's interest in this Agreement is not assignable without the prior express written consent of City, which may be given or withheld in its sole discretion.
6. (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1) If to Company, to Swift Beef Company, by and through its registered agent, CT Corporation System, 160 Mine Lake Ct., Ste. 200, Raleigh, North Carolina 27615-6417 ;

(2) If to City, to City Manager, City of Lenoir, Post Office Box 958, Lenoir, North Carolina 28645,

and Director, Caldwell County Economic Development, Post Office Box 2200, Lenoir, North Carolina 28645;

(c) Any communications hereunder sent to a party shall also be sent to all other parties.

(d) Any addressee may designate additional or different addresses for communications by notice given under this paragraph to each of the others.

7. If any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, all other provisions of this Agreement shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the parties, and this Agreement shall not be modified except in writing signed by both parties.
9. No official, agent or employee of the City shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions Contemplated hereby. Such officials, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.
10. Company represents that this Agreement, and the execution of this Agreement by its officer as indicated below, has been approved in the manner required by its articles of incorporation, any shareholder agreement, and the applicable laws of its jurisdiction of incorporation, and that when duly executed and delivered as indicated below, this Agreement will constitute a valid and binding contract as to Company.
11. This Agreement is entered into pursuant to the laws of the State of North Carolina, and shall be construed and enforced thereunder, In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Caldwell County, North Carolina.

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director, City of Lenoir

CITY OF LENOIR

By: _____
Joseph L. Gibbons, Mayor
City of Lenoir

SWIFT BEEF COMPANY

By: _____
Name: _____
Title: _____

NORTH CAROLINA, Caldwell County

I, a Notary Public of the County and State aforesaid, certify that Joseph L. Gibbons personally came before me this day and acknowledged that he is Mayor of the City of Lenoir, and that by authority duly given and as the act of City of Lenoir, the foregoing instrument was signed in its name by the Mayor of the City of Lenoir. Witness my hand and official stamp or seal, this _____ day of _____, 2026.

Notary Public

Notary Public's Printed Name

My Commission Expires: _____

STATE OF _____, _____ County

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is the _____ of SWIFT BEEF COMPANY, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____. Witness my hand and official stamp or seal, this _____ day of _____, 2026.

Notary Public

Notary Public's Printed Name

My Commission Expires: _____

Caldwell County and
City of Lenoir

Dear Elected Officials,

I hope this letter finds you well. As you know, Wild Fork Foods is expanding its U.S. operations. I am reaching out to formally inquire about incentives that could support our project as we proceed with site and financial evaluations.

Our company, Wild Fork Foods, is committed to delivering high-quality, frozen food products across the nation. In partnership with Caldwell County, we have already made significant strides in supporting local economic development. We are now planning a major building expansion to accommodate our growing operations. The expansion will involve an investment of \$20 million in facility upgrades and construction and will result in the growth of our local workforce by 50 additional employees.

This expansion will allow us to further grow our capacity, create new jobs, and strengthen our distribution network across the region. We anticipate that the expansion will result in the creation of additional local jobs, with an immediate need for skilled workers. This investment aligns with both our company's growth goals and Caldwell County and Lenoir's continued development as a hub for business and innovation.

In consideration of this substantial investment, we respectfully request that you consider offering any and all available incentives to assist with our decision to expand.

We are excited about the possibility of expanding our operations in Lenoir and contributing to the local economy. Thank you for your time and consideration of this request. Please feel free to reach out with any questions or to discuss the details of this potential partnership further.

We look forward to your response and hope to build a lasting relationship with both Caldwell County and the City of Lenoir.

Sincerely,

Diogo Lobo

Diogo Lobo
Wild Fork Foods

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Notice of Public Hearing – Project Picanha

NOTICE IS HERBY GIVEN, pursuant to NCGS 158-7.1, that at the regularly scheduled meeting of the City of Lenoir City Council on March 17, 2026, at 6:00 p.m. in the City/County Meeting Chamber located at 905 West Avenue NW, Lenoir, NC 28645, the Board shall conduct a public hearing and shall consider making an economic incentive to an existing company known as "Project Picanha" The company anticipates that the total investments in improvements and equipment to be located on site will equal or exceed twenty million dollars (\$20,000,000.00) and create fifty (50) full-time jobs to be located at the site. Incentive amounts are calculated using the increase in tax value of all real property, personal property, and improvements above the base year value, as assessed by the Caldwell County Tax Administration Office. The amount of City of Lenoir property tax revenues which will be billed to the company for their capital investment improvements will exceed the amount to be paid out by the City for economic development grants. The City will consider providing annual grant payments equal to 20% in year one, 30% in year two, 40% in year three, and 50% in years four and five of the aggregate ad valorem taxes paid by the Company or any Affiliate to the City during the terms attributable to the improvements upon the site and equipment located at the site. The first payment would be following the investment and reporting to the Caldwell County Tax Office, and upon written notification by the Company of the tax year in which it elects to begin the five-year grant period. Questions concerning this project may be directed to Ashley Bolick, Caldwell County Economic Development Director at (828) 728-0768.

Lauren Hartley, City Clerk
City of Lenoir

March 4, 2026

NOTICE OF PUBLIC HEARING Town of Hudson, North Carolina

Notice is hereby given that the Town of Hudson Board of Commissioners will hold a public hearing on Tuesday, March 17, 2026, at 6:00 p.m. in the Commissioners' Chambers, Hud-

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son Town Hall, 550 Central Street, Hudson, NC 28638. Hearing: In accordance with North Carolina General Statutes Chapter 160D, the Board of Commissioners will consider Rezoning Application RZ-2026-01, a request to amend the Official Zoning Map for approximately 7.12 acres (NC PIN: 2767463293) located at Neighborhood Walmart and US 321/Hickory Boulevard, Hudson, NC.

The applicant, Greenway Residential Development, LLC, 14120 Ballantyne Corporate Place, Suite 575, Charlotte, NC 28277, is requesting that the property, currently zoned Highway Business (HB), be rezoned to incorporate the Residential High Density Overlay District (RHDOD). The RHDOD would allow for smaller lot sizes and increased residential density per acre, including single-family and multi-family residential development.

Planning Board Public Meeting: Pursuant to Chapter 160D of the North Carolina General Statutes, the Hudson Planning Board will hold a public meeting to review Application RZ-2026-01 on Thursday, March 12, 2026, at Hudson Town Hall. The Planning Board will make a recommendation of approval or denial to the Board of Commissioners.

All interested persons are invited to attend and be heard. For additional information regarding this public hearing, please contact:

Teresa Kinney, CZO Town Planner, Town of Hudson
Phone: (828) 485-4238 Email: teresa.kinney@wpcog.org
March 4, 11, 2026

25SP000188-130 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, CALDWELL COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Terry Len Hodges and Lyshia Cable Hodges AKA Lyshia Lynn Hodges dated January 31, 2023, recorded on February 6, 2023 in Book 2076, Page 468 of the Caldwell County Public Registry ("Deed of Trust"), conveying certain real property in Caldwell County to Heather Lovier, Trustee, for the benefit of Rocket Mortgage, LLC. Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, having been sub-

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stituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on March 11, 2026 at 2:00 PM, and will sell to the highest bidder for cash the following described property situated in Caldwell County, North Carolina, to wit: Land situated in the Township of North Catawba in the County of Caldwell in the State of NC Being Lots Nos. 75, 76, 77, 78, 79 of the Walnut Drive Development as shown on a plat thereof recorded in Book 4, Page 53, Caldwell County Registry as surveyed and platted by Clarence N. Bolick, Registered Surveyor, May, 1965. Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 4521 Walnut Drive, Granite Falls, NC 28630 Parcel ID:11 37 1 14 A deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, payable to Bell Carington Price & Gregg, PLLC, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing. Pursuant to N.C. Gen. Stat. § 45-21.30, if the highest bidder at the sale, resale, or any upset bidder fails to comply with its bid upon the tender of a deed for the real property, or after a bona fide attempt to tender such a deed, the clerk of superior court may, upon motion, enter an order authorizing a resale of the real property. The defaulting bidder at any sale or resale or any defaulting upset bidder is liable for the bid made, and in case a resale is had because of such default, shall remain liable to the extent that the final sale price is less than the bid plus all the costs of any resale. Any deposit or compliance bond made by the defaulting bidder shall secure payment of the amount, if any, for which the defaulting bidder remains liable under N.C. Gen. Stat. § 45-21.30. **THIRD PARTY PURCHASERS MUST PAY THE**

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EXCISE TAX AND THE RECORDING COSTS FOR THEIR DEED. Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to any and all superior liens, including taxes and special assessments. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property are Terry Len Hodges and Lyshia Cable Hodges AKA Lyshia Lynn Hodges. An Order for possession of the property may be issued pursuant to N.C. Gen. Stat. § 45-21.29, in favor of the purchaser and against the party or parties by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination [N.C. Gen. Stat. § 45-21.16(b)(2)]. If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Cape Fear Trustee

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Services, LLC, Substitute Trustee, Attorney Aaron Seagroves, NCSB No. 50979 Payton Hein, NCSB No. 61773 5550 77 Center Drive, Suite 160 Charlotte, NC 28217 PHONE: 980-201-3840 File No.: 25-44084 60691

March 4, 11, 2026

NORTH CAROLINA CALDWELL COUNTY Special Proceedings No. 25SP001227-130 Substitute Trustee: Philip A. Glass NOTICE OF FORECLOSURE SALE

Date of Sale: March 4, 2026
Time of Sale: 10:00 a.m.
Place of Sale: Caldwell County Courthouse
Description of Property: See Attached Description
Record Owners: Tawna L. Huffman

Address of Property:
4284 Trojan Lane
Hudson, NC 28638
Deed of Trust:
Book : 1989 Page: 1184
Dated: May 29, 2020
Grantors: Tawna L. Huffman
Original Beneficiary:
State Employees' Credit Union

CONDITIONS OF SALE:
This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax. It is the intent of the holder of the above Deed of Trust that the execution, delivery and recordation of a Trustee Deed to the holder as high bidder shall not merge with any superior Deeds of Trust held by the holder of the above Deed of Trust, and that the holder of said superior Deed of Trust shall continue to enjoy all rights and remedies set forth in said superior Deed of Trust, including the right to foreclose either by judicial action or under power of sale contained in the superior Deed of Trust.

The property to be offered pursuant to this Notice of Sale is being offered for sale "AS IS, WHERE IS." THERE ARE NO REPRESENTATIONS OR WARRANTIES relating to the title or to any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition are expressly disclaimed.

A cash deposit of 5% of the purchase price will be required at the time of the sale. Remote bidding will not be accepted pursuant to North Carolina General Statutes Section 45-

0900 LEGALS

21.25 (a). Credit bids on behalf of the Noteholder will be accepted. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law. Residential real property with less than 15 rental units, including single-family residential real property: an order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but not more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Philip A. Glass,
Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Exhibit A

Being all of Lot 2 of Plat Book 20, Page 38, Caldwell County Registry.
Subject to easements, restrictions and rights of way of record, and utility lines and rights of way in existence over, under or upon the above-described property.
PIN: 2776141033
Property Address: 4284 Trojan Lane, Hudson, NC 28638
Feb. 24, March 4, 2026

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**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

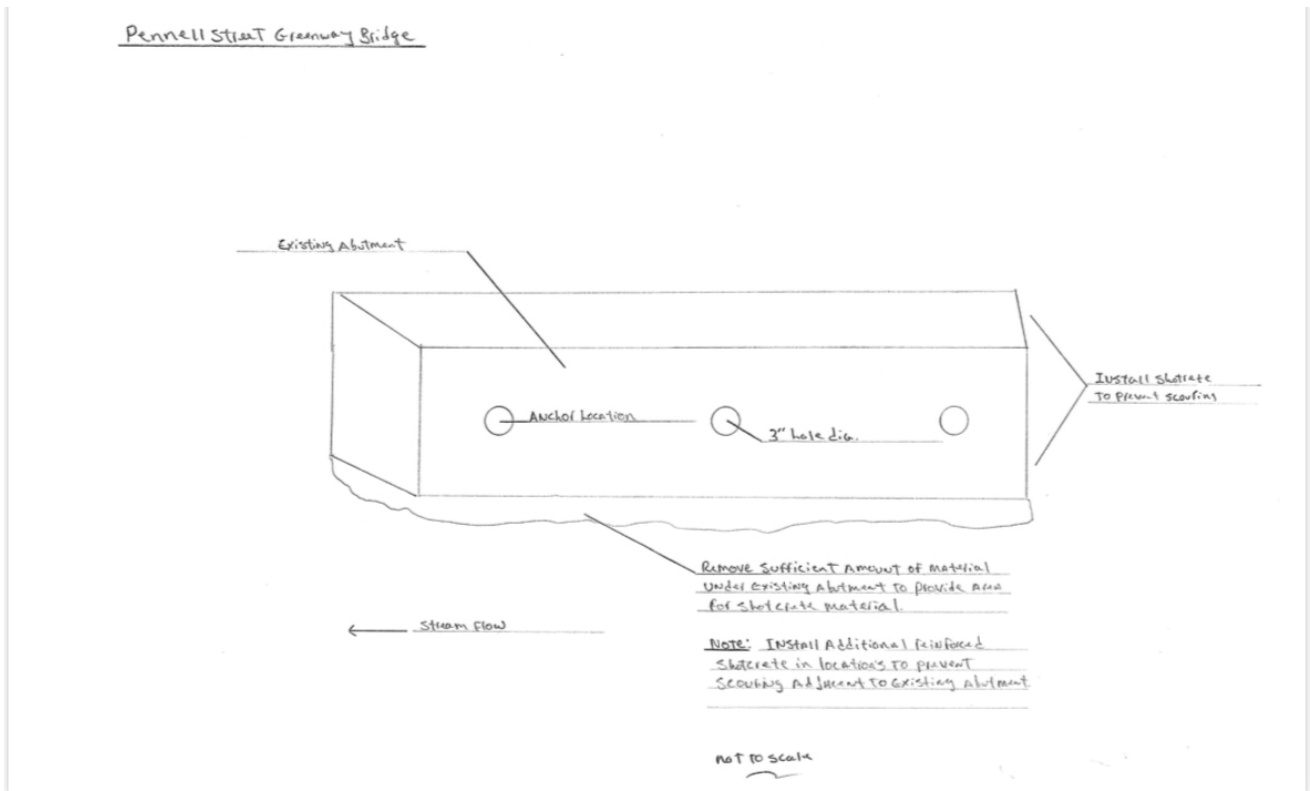


Figure 4: Proposed repair with anchor locations determined in the field

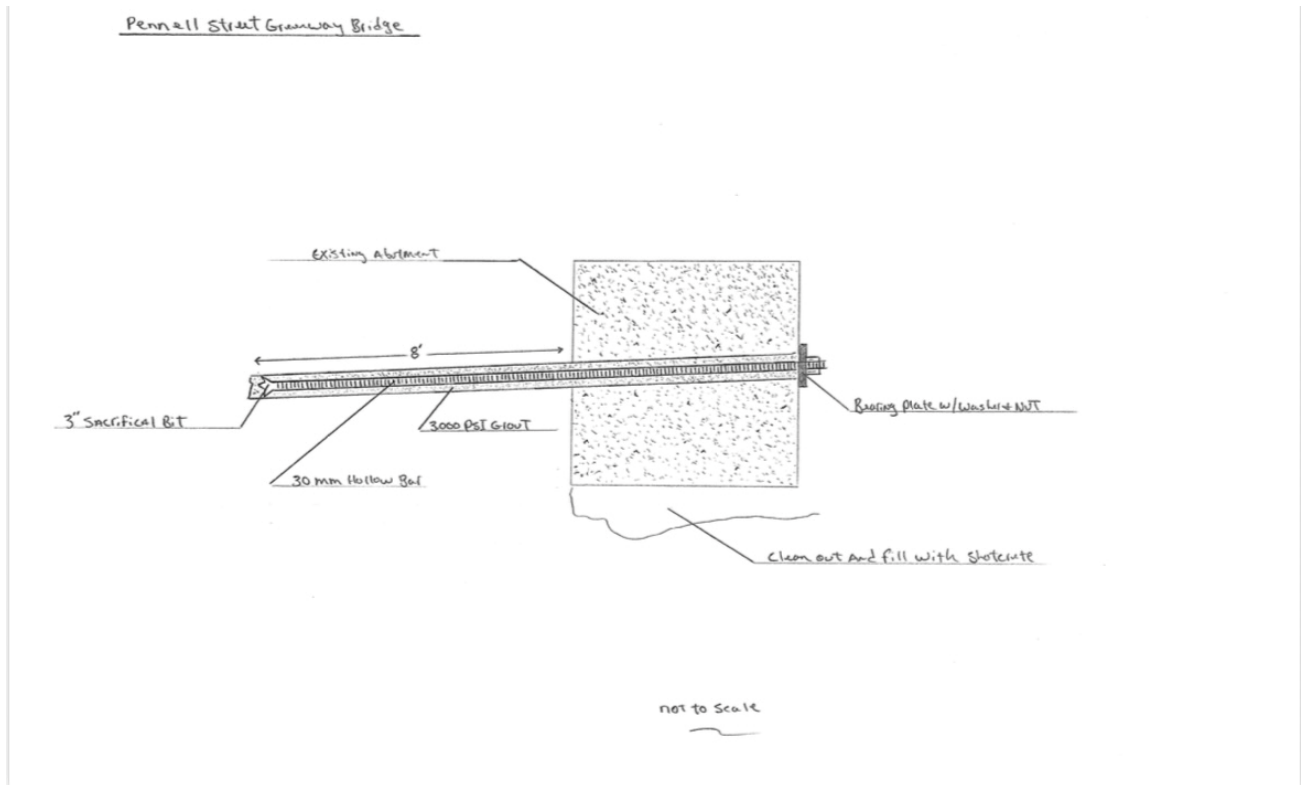


Figure 4: Proposed repair with anchor locations determined in the field

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.

CITY OF LENOIR

COUNCIL ACTION FORM: March 17, 2026

I. Agenda Item:

Renewal of the Side Street Pour House sidewalk café permit.

II. Background Information:

Chapter 13, Article VI – Downtown Sidewalk Use Sec. 13-96 outlines operation of sidewalk cafes on city sidewalks within the Downtown District, subject to approval of a permit by City Council. The Side Street Pour House sidewalk café, located at 128 Main Street NW, has been in use now for 9 years and continues to make a positive impact to the Downtown atmosphere. It was installed after initially being approved by Council on March 7, 2017, and has been renewed each year.

The requested permit is for the placement of the tables and chairs, as well as the support structures for string lights. The site plan has been amended to reflect the removal of a bench and the addition of two high-top tables increasing the total seating to 32 patrons.

III. Staff Recommendation:

Renewal of the sidewalk café permit, with the following conditions (carried forward from the original approval):

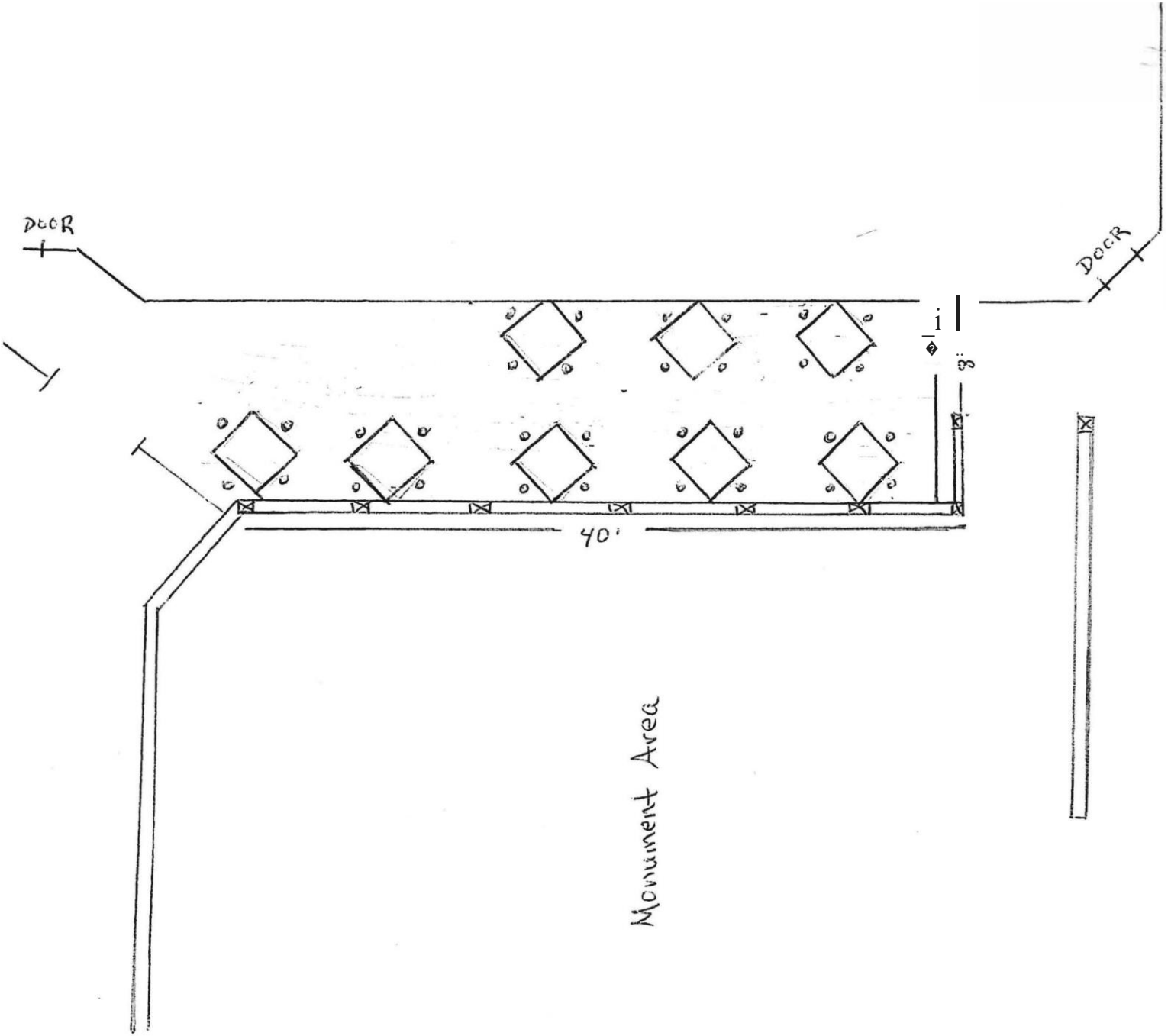
1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
3. All provisions of Sec. 13-96 shall continue to apply to the use and operation of the sidewalk café area.
4. Current copy of Certificate of Liability Insurance naming the City as an additional insured, along with the \$25 renewal fee have been provided to the Planning Department.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: *Hannah Williams*



Monument Area

CITY OF LENOIR
CASH RECEIPT

Receipt No: 1524260
Date: 03/12/2026
Time: 08:47:41 AM

Received From:

Amount: 25.00
Paid: 25.00
Change: 0.00

For:
PLANNING DEPT REVENUE 25.00
sidewalk cafe
4603: 25.00

Received By: NTH