

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, March 17, 2026
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Mayor Pro-Tem Ike Perkins, Councilmembers present were Rebecca Dellinger, Ralph Prestwood, David Stevens, City Clerk Lauren Hartley, and City Attorney TJ 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, Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church, Community Engagement Coordinator Ashley Smith, and Economic Development Main Street Director Brenda Floyd.

ABSENT: Councilmembers Jonathan Beal, Kimmie Rogers, Crissy Thomas, and City Manager Scott Hildebran.

I. CALL TO ORDER

Mayor Gibbons asked to keep thoughts and prayers for the families of Attorney Bruce Vanderbloemen and former volunteer Benett Brittain, upon their passing. Mayor Gibbons said they were both pillars in the community and will be missed.

Mayor Gibbons congratulated Councilmember Dellinger on the birth of her first granddaughter, Olivia.

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- B. Mayor Gibbons recognized the City of Lenoir 2025 NC Main Street Champion, Parks and Public Properties Division under the leadership of Public Works Director Jon Hogan, with Jeff Holland serving as Division Lead, guiding a dedicated team of seven. The NC Main Street Champions Award recognizes individuals, organizations, business partnerships, or civic entities who have made extraordinary contributions to Downtown Lenoir. They were recognized at the NC Main Street Conference, the State of NC Main Street & Rural Planning Center.
 - Public Works Director Jon Hogan said they are very blessed with the Public Works staff; this division has been together for about a year and thanked them for everything they do.
 - Jeff Holland said this is the entire team's award and the best is yet to come.

Mayor Gibbons also reported the downtown banners have been installed honoring America 250 and the 175th anniversary of the City of Lenoir. Also, the 51 wayfinding signs are being installed with art designs from local artists.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

- A. A public hearing was held for Project Picanha; an Economic Development Agreement 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.

Mayor Gibbons opened the public hearing.

Caldwell County Economic Development Director Ashley Bolick gave a statement on Project Picanha stating it represents an existing company, JBS Case Ready located here in Caldwell County. The company is looking to expand with a total investment from improvements and equipment to exceed 20 million dollars and creating 50 new full-time jobs.

Ashley Bolick said the grant to be considered is for the City to provide 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. The company must start the tax year period by 2027.

Mrs. Bolick stated the project has been reviewed and recommended for approval by the Caldwell County Development Advisory Committee and has been approved by the Caldwell County Board of Commissioners.

General Manager Ladislav Lieskovan said JBS is committed to working with the City of Lenoir. The company has invested over 20 million in improvements and should finish up by year 2027 with up to 50 new positions. Mr. Lieskovan asked for approval for the Picanha Project and stated he appreciates everything the City does for the company.

Gilberto Hernandez with JBS said he appreciates everything that is done by the City and they are trying to expand to make JBS one of the most reliable companies here in Lenoir.

Mayor Gibbons said JBS has been a great partnership with the City and means a lot to this community.

Mayor Gibbons asked if anyone had questions from Council or the public for this public hearing. With none, Mayor Gibbons closed the public hearing.

Mayor Pro-Tem Perkins thanked JBS for their continued support and what the company does for Lenoir.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 4 to 0 to approve the incentive request agreement, Project Picanha, as presented.

III. CONSENT AGENDA ITEMS:

Mayor Gibbons presented the following 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.

Upon a motion by Councilmember Stevens, City Council voted 4 to 0 to adopt the above listed items (A through B) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

- Josh Lami of 112 Glendale Street shared his concerns with the City Council meetings and the public comment section.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

Mayor Gibbons presented the following 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

City Attorney TJ Rohr said there is one item for closed session, with no action.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

Mayor Gibbons said the Leadership Lenoir class led by Communication & Public Information Director Joshua Harris is going well and will have 12 sessions.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

- A. Mayor Gibbons said City Council will now enter into Closed Session and that no action is expected: 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.

Upon a motion by Councilmember Stevens, City Council voted 4-0 to go into closed session.

OPEN SESSION:

- A. Upon a motion by Councilmember Stevens, City Council voted 4-0 to re-enter into regular session.

Mayor Gibbons addressed a resident that wanted to come speak during the Petitions of Citizens comment.

Chris Coffey of 214 Greenvalley Place spoke about his property being under code enforcement with the Planning Department.

Mayor Gibbons said we would get his contact information to the Planning Department and Code Enforcement Officer.

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 6:50 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

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 of 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.

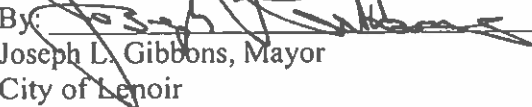
7. If any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, all other provisions of this Agreement shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the parties, and this Agreement shall not be modified except in 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

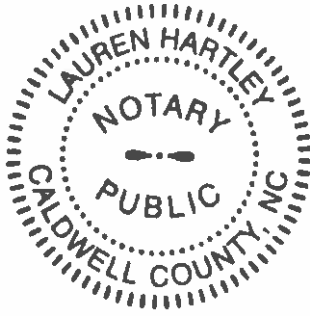
By: 

Name: TODD ANDERSON

Title: HEAD OF TAX

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 17th day of March, 2026.



Lauren Hartley
Notary Public

Lauren Hartley
Notary Public's Printed Name

My Commission Expires: 8/16/2026

STATE OF COLORADO, WELD County

I, a Notary Public of the County and State aforesaid, certify that Tom Anderson personally came before me this day and acknowledged that s/he is the HEAD OF TAX 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 HEAD OF TAX. Witness my hand and official stamp or seal, this 15 day of April, 2026.

Chelsea Bell
Notary Public

Chelsea Bell
Notary Public's Printed Name

My Commission Expires: June 8, 2028