

A G E N D A

LINCOLNTON CITY COUNCIL



April 1, 2021

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON CITY COUNCIL
AGENDA
APRIL 1, 2021
7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

1. Approval of REGULAR AGENDA

2. Approval of CONSENT AGENDA

All items placed under Consent Agenda are considered routine, to be enacted by one motion without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

- 2a. Approval of Minutes for the March 4, 2021 meeting
Approval of Minutes for the March 12, 2021 Budget Work Session**

- 2b. Retirement Recognition - Bryan “Scott” Cherry for 30 Years of Service - effective
May 1, 2021**

(P-01-21)

- 2c. Policy Revisions to the Lincolnton Police Department Standard of Operating
Procedures (SOP) Manual – Personal Appearance, Authorized Equipment & Police
Vehicle Operations and Take Home Program**

(R-03-21)

**Resolution Authorizing the Local ABC Board to Set Aside A Portion of Remaining
Gross Receipts as a Fund for Specific Capital Improvements**

(action taken at the March 12th Budget Work Session)

(R-04-21)

**Resolution in Support of H.B. 257 that will Potentially Reduce the Amount
Lincolnton Ratepayers Contribute to the Catawba Nuclear Station Decommissioning
Fund**

(action taken at March 12th Budget Work Session)

3. PUBLIC HEARINGS

3a. – CZ-1-2021 – Request from Workforce Solutions, LLC to rezone 6.722 acres from PB and RMF to the Planned Residential District (PRD) to allow for a planned residential multifamily development consisting of 72 units. The subject property is located at 2350 North Aspen Street (Parcel ID 21600 and 21599)

Laura Elam, Planning Director

3b. - CZ-2-2021-Request from Lance Herman to rezone 1818 North Aspen Street from PB to Highway Commercial Conditional District, HC(CD), to allow a Tattoo Studio. The subject property is located at the Colonial Village Shopping Center, 1818 North Aspen Street (Parcel ID 00468)

Laura Elam, Planning Director

(O-06-21)

3c. – Request to amend the City of Lincolnton Sidewalk Dining Ordinance, Chapter 114 of the Lincolnton City Code in order to comply with North Carolina General Statutes. Revisions include new requirements to be imposed on any sidewalk dining operators with sidewalk dining located within state rights-of-way, including East Main Street in the City of Lincolnton.

Laura Elam, Planning Director

4. REGULAR AGENDA

(C-03-21)

4a. – Agreement between City of Lincolnton and Spectrum for use of the city owned the Cement block building measuring approximately 14ft. x 28ft., located on the lot at the Southwestern corner of Lee Avenue and W. Church Street.

Ritchie Haynes, City Manager

5. OTHER BUSINESS

5a. – Manager’s Report/Activity Update

Ritchie Haynes, City Manger

PUBLIC COMMENT

Speakers will be limited to three (3) minutes to address Mayor and City Council concerning non-agenda items. You must sign in with the City Clerk to be eligible to speak

NEWS MEDIA

ADJOURNMENT

ITEM #

1

APPROVAL

OF

REGULAR AGENDA

ITEM #

2

APPROVAL
OF
CONSENT AGENDA

ITEM #

2a

Approval of Minutes for the
March 4th, 2021 Regular Meeting

&

March 12th, 2021 Budget
Work Session

REGULAR MEETING - March 4, 2021

The Mayor and City Council met in regular session on Thursday, March 4, 2021 at 7:00 p.m. using a hybrid format in-person and via Zoom. City Council Members participated virtually, while staff and others wishing to attend the meeting in person, met in Council Chambers.

The following were in attendance:

WHITE POINSETTE EADDY JETTON

Mayor Ed Hatley called the meeting to order, asking all rise for the pledge of allegiance.

Councilwoman White made the motion to approve the **REGULAR AGENDA**.
Members voted 4-0 in favor of the motion.

Due to the hybrid (virtual and in-person) platform being used, voting was conducted via roll call.

Councilwoman Poinsette made the motion to approve the **CONSENT AGENDA** as follows:

- Minutes for the February 4, 2021 Regular Meeting
- C-02-21 – Approval of Contract with East Coast Pyrotechnics for the 2021 Fireworks Display
- Revised Incentive Package for Willowbrook Project
(a copy of which is attached to and made a part of these minutes).

Members voted 4-0 in favor of the motion.

PUBLIC HEARINGS

ZMA-1-2021 - Application from Tom Engle requesting a rezoning of 3.67 acres of land from the Residential-25 (R-25) District to the General Business (GB) District. The subject property is located on the south side of Clarks Creek Road approximately 250 feet west of the intersection of Clarks Creek Road and North Aspen Street/Maiden Highway (Parcel ID 21504)

Mayor Ed Hatley opened the public hearing, recognizing Laura Elam, Planning Director, to review the request Mrs. Elam began her review as follows:

REGULAR MEETING - March 4, 2021

The applicant is requesting the rezoning of 3.67 acres from the Residential-25 District to the General Business (GB) District. The property is located on the south side of Clarks Creek Road approximately 250 feet west of the intersection of Clarks Creek Road and North Aspen Street/Maiden Highway (Parcel ID 21504). Mrs. Elam stated that the property is currently vacant. Land uses in the area include a mixture of single family and commercial. A new Dollar General retail store is to the east of the site. The property is surrounded by GB zoning on all sides except to the west, which is zoned R-25.

Mrs. Elam confirmed that request is in compliance with Land Use Plan, as it shows the property in the General Business Planning Area. She continued stating that Planning Board and staff recommended approval of the statement of consistency and reasonableness and approval of rezoning of property from R-25 to GB.

With no questions from council, **Councilman Jetton made a motion to close the public hearing. Members voted 4-0 in favor of the motion.**

Councilman Eaddy made a motion to approve the following consistency and reasonableness statement: The Lincolnnton Land Use Plan designated this property as part of the General Business Planning Area. The proposed rezoning request is consistent with the Lincolnnton Land Use Plan, therefore approval of the proposed amendment is reasonable and in the public interest. **Members voted 4-0 in favor of the motion.**

Councilwoman Poinsettee made a motion to approve the rezoning. Members voted 4-0 in favor of the motion

(O-05-21)

ZTA-1-2021 – Application from Lincolnnton Planning Department requesting an amendment of the City of Lincolnnton Unified Development Ordinance, Chapter 153 of the City Code, to comply with recently adopted state enabling legislation (Chapter 160D)

Mayor Ed Hatley opened the public hearing, after which he called on Planning Director Laura Elam to speak to the item.

Mrs. Elam began, announcing this being the final text amendment dealing with the implementation of the Chapter 160D. In summary she reminded Council of the fact that amendments are required due to recent revisions per state statute that enable

REGULAR MEETING - March 4, 2021

planning in the state of North Carolina. Mrs. Elam offered to answer any questions from Council, noting that Planning Board did recommend approval.

Councilwoman White made a motion to close the public hearing. Members voted 4-0 in favor of the motion.

Councilman Jetton made a motion to approve the changes. Members voted 4-0 in favor of the motion.

Proposed Community Development Block Grant Economic Development (CDBG-ED) Presentation

Mayor Ed Hatley continued with the next public hearing, recognizing Mr. David Hartigan to speak to this next request. Mr. Hartigan began explaining this as the first of the two required public hearings for a Community Development Block Grant, stating that the purpose of the public hearing is to inform the public that the Community Development Block Grant program exists. As indicated in the published notice, Mr. Hartigan stated that the CDBG program permits a wide range of development activities to occur which are directed towards promoting the creation or retention of jobs, enhancing income levels and providing local employment opportunities principally for persons of low and moderate income through economic development and public infrastructure. He continued stating that applications for CDBG assistance must show that at least 60% of the CDBG funds proposed for each activity will benefit low and moderate income persons. *(a copy of notice attached to and made a part of these minutes).*

With no questions from Council and no one else requesting to speak to the issue, **Councilwoman White made a motion to close the public hearing. Members voted 4-0 in favor of the motion.**

Councilman Eaddy made a motion to approve the request. Members voted 4-0 in favor of the motion.

REGULAR AGENDA

C-03-21

Sidewalk Dining Agreement between the North Carolina Department of Transportation and the City of Lincolnton

Planning Director Laura Elam addressed the members of Council regarding this request. Mrs. Elam briefly explained the need for this request, which originated as a result of correspondence with NCDOT regarding sidewalk dining being allowed within the NCDOT right-of-way. She stated that approval of this proposed agreement is the first step needed. The City will then need to amend the current Sidewalk Dining Ordinance, making it consistent with state requirements. *(a copy of agreement is attached to and made a part of these minutes).*

Councilman Eaddy made a motion to approve the proposed agreement. Members voted 4-0 in favor of the motion.

Request permission for use of City logo for marketing purposes

Mr. John Brinsfield, of Brick Tree Brewing Company, addressed Council to request permission to use the city's logo on their beer can labels for regional distribution of the beer produced at Brick Tree Brewing Company. Mr. Brinsfield displayed two samples for Council's consideration, briefly explaining each draft. Mr. Brinsfield spoke to the awareness this can bring to Lincolnton and how it can hopefully draw individuals from outside of the county to the City of Lincolnton. He also informed Council of the German Pilsner produced that they have named Lincolnton Lager. He concluded offering to answer any questions and discussing the request further with Council.

Councilman Eaddy commented on his support of the request, stating he felt it is a great way to attract people to come to, not only Brick Tree, but Lincolnton to shop and eat and visit other establishments. He also expressed his preference for having a completely intact logo as designed. Mayor Ed Hatley agreed, stating he thinks it is a good way to get the City's name out there and commending the owners of Brick Tree for a job well done. Councilman Jetton stated his support of the idea but expressed concern over how to answer the public outcry from local churches he feels may result. Councilwoman Poinsette expressed her support of the idea, saying it is a great way to get people to know about Lincolnton. Some discussion was generated among council members.

REGULAR MEETING - March 4, 2021

After much discussion, Councilwoman Poinsette made a motion to approve the request for the use of the City logo for marketing by Brick Tree. Members voted 4-0 in favor of the motion.

(BA-01-21)

Budget amendment – Transfers to balance departmental budgets

City Manager Ritchie Haynes presented a proposed budget amendment as follows:

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2021.

Section 1: To amend the General Fund, the expenditures are to be changed as follows:

City Manager/Clerk	\$ (39,950)
Human Resources	38,200
Finance	(46,850)
General Expense	(70,000)
General Debt Service	-
Police	(6,850)
Fire	135,700
Public Works	-
Street	-
Equipment Services	33,350
Solid Waste	-
Planning/Zoning	-
Bus & Comm. Dev	21,250
Recreation	(64,850)
	<u>\$ -</u>

Section 7: To amend the Water & Sewer Fund, the expenditures are to be changed as follows:

WATER TREATMENT PLANT	\$ (26,800)
DISTRIBUTION AND COLLECTION	-
WASTEWATER TREATMENT PLANT	19,150
WATER AND SEWER INTANGIBLES	7,650
	<u>\$ -</u>

SECTION 16. Appropriations are authorized by department totals. The City Manager is authorized to reallocate departmental appropriations among line item objects of expenditures and revenues as necessary during the budget year.

SECTION 17. Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

TOTAL AMENDMENT \$ -

Adopted this 4th day of March, 2021

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor

REGULAR MEETING - March 4, 2021

Councilwoman White made a motion to approve the proposed budget amendment as presented. Members voted 4-0 in favor of the motion.

Request to continue discussions regarding the purchase of a new ABC store to replace current second location

Lincolnton ABC Board Chair Tommy Huskey submitted a request to address City Council regarding the purchase of a new ABC store. Mr. Huskey gave a brief summary of what has taken place over the past several months regarding talks of an expansion of the current west side store to a new location or building a new store.

In conclusion, Mr. Huskey asked Council to allow the ABC Board to contribute a minimum of \$110,000.00 to the City for this year and for next year. Councilman Eaddy confirmed that the City manager was in agreement with this request. Councilwoman Poinsette verified that the vote would be to allow this contribution by the ABC Board for this year and next year.

Councilman Eaddy made a motion that the ABC Board will contribute a minimum of \$110,000.00 for the next two fiscal years. Members voted 4-0 in favor of the motion.

(APPT-02-21)

Appointment of Chair for the Lincolnton Tourism Development Authority

Mayor Ed Hatley nominated Angela Lovelace to fill this vacancy. Being no discussion and no other nominations, Councilwoman White made a motion to nominate Angela Lovelace. Members voted 4-0 in favor of the motion.

MONTHLY FINANCIAL/OVERTIME REPORT

City Manager Ritchie Haynes presented the following financial/overtime report:

REGULAR MEETING - March 4, 2021

March 2021 Council Meeting							
Executive Summary							
January 2020 Year-To-Date							
				% of			
		Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20	Difference
General Fund							
Fund 10	Revenues	10,911,910	7,893,296	72%	11,543,700	7,641,360	251,936
	Fund Balance	-	-	-	825,000	-	-
		10,911,910	7,893,296		12,368,700	7,641,360	251,936
	City Manager/Clerk	248,220	101,391		222,495	51,680	49,712
	Human Resources	317,020	173,298		262,720	119,944	53,354
	Finance	158,230	(47,302)		129,630	(147,648)	100,346
	General Expense	1,280,731	758,371		1,103,160	618,074	140,297
	General Debt Service	334,757	9,949		430,632	14,154	(4,204)
	Police	3,400,120	2,034,920		3,223,020	1,918,132	116,788
	Fire	2,234,100	2,021,261		2,364,700	1,406,868	614,393
	Public Works	45,660	(12,875)		43,010	(64,523)	51,648
	Street	829,825	348,821		1,329,225	501,103	(152,282)
	Equipment Services	211,770	121,541		122,970	48,122	73,418
	Solid Waste	692,375	276,674		908,855	649,838	(373,164)
	General Services	-	-		-	-	-
	Plannin/Zoning	497,239	209,209		557,420	197,956	11,253
	Bus & Comm. Dev	123,200	90,625		423,200	30,235	60,390
	Recreation	1,038,663	554,546		1,247,663	775,329	(220,782)
	Expenses	11,411,910	6,640,430	58%	12,368,700	6,119,264	521,166
	Difference		1,252,867			1,522,096	(269,229)

				% of			
		Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20	Difference
Water & Sewer Fund							
Fund 61	Revenues	8,146,950	4,894,727	60%	7,146,949	4,744,286	150,441
	Fund Balance	-	-		3,725,010		
		8,146,950	4,894,727		10,871,959	4,744,286	150,441
	Water Treatment	1,972,500	740,508		1,496,850	717,011	23,497
	Dist & Collection	2,032,900	902,027		3,652,160	2,238,988	(1,336,961)
	Wastewater	1,625,000	782,595		1,547,000	673,509	109,086
	W & S Intangibles	4,247,050	947,105		4,175,949	1,109,754	(162,649)
	Expenses	9,877,450	3,372,235	34%	10,871,959	4,739,263	(1,367,029)
	Difference		1,522,493			5,023	1,517,470

				% of			
		Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20	Difference
Electric Fund							
Fund 63	Revenues	7,788,350	5,705,963	73%	7,937,102	4,923,970	781,993
	Fund Balance	-	-		2,330,000	-	-
		7,788,350	5,705,963		10,267,102	4,923,970	781,993
	Electric Dept.	8,696,830	4,751,419		10,267,102	4,833,636	(82,217)
	Expenses	8,696,830	4,751,419	55%	10,267,102	4,833,636	(82,217)
	Difference		954,544			90,335	864,210
Overtime 80+ hours							
			382,045			343,186	38,859

REGULAR MEETING - March 4, 2021

Mr. Haynes directed Councils attention to the housing market information included in the agenda packet as he gave a brief overview. *(a copy of which is attached to and made a part of these minutes)*. He spoke to the upcoming March 12th budget work session and gave some details as to the order of the day. He also mentioned two employee retirements: Julie Holbrooks and Debra Tunstall.

Mr. Haynes introduced the City's new Finance Director, Pam McBryde, who was in attendance at the meeting and thanked Mr. Steve Zickefoose for assisting and helping with the transition.

Mayor Hatley took an unofficial poll of the members in reference to returning to in-person meetings, stressing that he did not want to do anything that everyone was not comfortable with. Councilman Eaddy remarked he is ok with it as long as mask and other guidelines are still required. With the other members also in favor of going back to in-person meetings, Mayor Hatley announced that unless something drastically changed, Council will return to in-person meetings next month.

PUBLIC COMMENT:

No one spoke during the Public Comment portion of this meeting.

NEWS MEDIA:

No news media were present

ADJOURNMENT:

Being no further business, Councilman Jetton made the motion to adjourn the meeting. Members voted 4-0 in favor of the motion

DAPHNE INGRAM
CITY CLERK

ED HATLEY
MAYOR

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

DATE: March 4, 2021

RE: Consideration of Economic Development Incentive Package for Sparty Holdings LLC for building renovations for a new manufacturing use located at 215 Bonview Avenue (former Willowbrook Mill)

Project Information

- Location: 215 Bonview Avenue



- Project: Building renovations for new manufacturing use including the following:
 - Removal of asbestos and lead based paint
 - Electrical system
 - Mechanical system
 - Plumbing system
 - Fire sprinkler
 - Roofing
 - Floor repair
- Preliminary cost estimate: \$5,191,992*

*Cost estimate from architect is attached as pages 3 – 5.

Proposed Economic Development Incentive Package

Incentive	Value
• City contribution towards costs associated with re-use and re-energizing of structure	200000
• City waiver of electric and water meter fees	1550
• City waiver of water connection fee	1200
• City waiver of sewer connection fee	1000
• City waiver of electricity deposit	250
• City waiver of water deposit	50
• City waiver of sewer deposit	50
• City to provide striped on-street parking on public streets near site	2000
• City waiver of rezoning request fee	200
• City waiver of variance request fee	200
• City waiver of Fire Marshal plan review fee	250
Total Value of Proposed Incentive Package	\$206,750

Requested Action

Approval of economic development incentive package as outlined above.

Preliminary Budget Projections for Willowbrook Mill Renovations							
Including Only Main Floor and Needed Improvements to Occupy							
17-Jul-20				Low Range		Hi Range	
					Subtotal		Subtotal
Budgets							
Electrical							
Power/ Lighting Main Floor				490,459		608,169	
+Min Light/EM/Rec @ Bsmt				123,372		152,981	
					613,831		761,150
Fire Alarm							
First Floor +General @Bsmt				56,000	56,000	58,000	58,000
Mechanical							
First Floor				287,505		356,506	
+Min Heat @ Bsmt				54,832		67,991	
					342,337		481,497
Plbg -25 Units @@ First Floor				187,500		232,500	
30 Bsmt rough in only			(allowance)	30,000		37,000	
					217,500		269,700
Air Piping Allowance				50,000	50,000	50,000	50,000
Roofing + R-15 Ins					309,355		317,335
Asbestos Abatement @ Roof					245,229		259,654
Asbestos & Lead Abatement Inside					400,000		500,000
Fire Sprinkler In Bldg-Both Floors				185,679		196,932	
Fire Service Line Outside to Building							
Minimum Length + 1 Hydrant				35,000		37,000	
Fire (Add Partial Loof @ Bldg If Required							
Appx 1000 LF				50,000		50,000	
Additional Fire Hydrants (5)				17,500		17,500	
					288,179		301,432
Roll Up Doors					36,000		45,000
Aluminum Awnings					18,500		22,940
Misc Carpentry					17,310		21,464
Doors, Glass, Hardware (25 Doors)					50,000		50,000
Walls, Office, Toilets, General +Drywall					17,046		21,137
Paint Prep (both floors clean up)				170,000		210,800	
Painting-first floor & exterior-walls & deck				138,700		171,988	

					308,700		382,788
Floor Covering 650 SF					19,500		24,180
Misc Contractor Direct Costs-supervision,					510,836		633,436
travel, eng layout, temp facilities,							
temp power, fuel, eq maintenance, eq rental,							
punch							
Clean Up (Construction)					71,409		88,547
Site Vegetation Clean Up (Allowance)					18,000		22,000
Landscaping					101,065	125,320	
Seeding					26,000	32240	
					126,065		157,560
Fence 8' -1800LF existing, replace 1000LF					33,000		38,000
Wood Floor Repair (Allowance)					15,000		18,600
Disable Frt Elev,, Check, Secure(Allowance)					10,000		10,000
Misc Not Covered					50,000		70,000
MAIN BUILDING SUBTOTAL					3,823,797		4,604,420
WHITE 2 STORY BUILDING							
Work to Demo Out, Secure and Keep Exterior Walls							
Provide separation closure at openings to main bldg							
Demo & Clean Up					114,300		141,732
Asbestos Abatement in White Building (allowance?)					100,000		100,000
Construct Separation Wall,Hole Patch @ Demo					32,000		39,680
Structurally Shore Remaining Tall Walls (Allowance)					100,000		100,000
Miscellaneous related to demo or foundations					50,000		50,000
WHITE BUILDING SUBTOTAL (to save walls)					396,300		431,412

PARKING LOT (Across Street-Appx 40 Cars)							
Grading Allowance					20,000		24,800
Paving					64,480		79,955
PARKING LOT SUBTOTAL					84,480		104,755
SUBTOTAL INITIAL USE IMPROVEMENTS					4,304,577		5,140,587
Insurance, Bonds, Fees, Etc					43,045		51,405
TOTAL ESTIMATED RANGE OF CONSTRUCTION COST							
FOR MOVE IN FOR FIRST FLOOR USE					4,347,622		5,191,992

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Christine Poinsette
Roby Jetton



CITY MANAGER
Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
dingram@lincolntonnc.org
CITY ATTORNEY
Thomas J. Wilson, Jr.

February 19, 2021

**CITY OF LINCOLNTON
NOTICE OF PUBLIC HEARING**

The City of Lincolnton is considering applying to the North Carolina Department of Commerce for a Community Development Block Grant (CDBG) for Economic Development.

The CDBG program permits a wide range of development activities to occur which are directed towards promoting the creation or retention of jobs, enhancing income levels and providing local employment opportunities principally for persons of low and moderate income through 1) economic development and 2) public infrastructure. Applications for CDBG assistance must show that at least 60% of the CDBG funds proposed for each activity will benefit low and moderate income persons.

The City of Lincolnton will conduct a Public Hearing on Thursday, March 4, 2021 at 7PM, in the Lincolnton City Hall 114 West Sycamore Street, Lincolnton NC. The purpose of the Hearing is to obtain citizens input into the identification of economic needs and desired economic development activities. The input from the Hearing will be incorporated into the City's consideration and submission of a CDBG application to the Department of Commerce. Written comments received prior to the opening of the Public Hearing will be considered and may be sent to Ritchie Haynes, City Manager, 114 West Sycamore Street, Lincolnton, NC 28092.

This information is available in Spanish or any other language upon request. Please contact Daphne Ingram, City Clerk, at 704-736-8980 for accommodations for this request.

Esta informaci6n esta disponible en espailol o en cualquier otro idioma bajo peticion. Pongase en contacto con Daphne Ingram, City Clerk, at 704-736-8980 de alojamiento para esta solicitud.

NORTH CAROLINA

SIDEWALK DINING AGREEMENT

DATE:

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

AND

CITY OF _____

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of _____, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the North Carolina General Assembly (NCGA) has enacted legislation to allow sidewalk dining (or the serving of food and beverage) on property within or adjacent to State right of way; and,

WHEREAS, this AGREEMENT is made under the authority granted to the Department by the NCGA including, but not limited to, the following applicable legislation: North Carolina General Statutes (NCGS), Section 136-18(9) and Section 136-27.4; and,

WHEREAS, this AGREEMENT is made in accordance with the most recent *Stewardship and Oversight Agreement on Project Assumption and Program Oversight*, executed between the Federal Highway Administration (NC Division) and the Department; and,

WHEREAS, this AGREEMENT outlines the Municipality's administrative rights and responsibility to enact a Sidewalk Dining Ordinance and issue Permits for such;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

I. SIDEWALK DINING ORDINANCE AND PERMITS - CONDITIONS OF APPROVAL

The Municipality is given approval to administer a sidewalk dining ordinance and issue approval of permits allowing such in State right-of-way in or near the vicinity of the Municipality under the condition that the Municipality meets the following criteria:

- A. The Municipality shall enact an ordinance that meets the requirements of, but not necessarily limited to the requirements of the General Statutes of North Carolina (NCGS), Section 136-27.4.
- B. The Municipality shall provide the Department a copy of the ordinance once enacted and shall provide the Department any updates to the ordinance.
- C. The permit issued by the Municipality shall require the restaurant operator to provide evidence of adequate liability insurance in an amount satisfactory to the local government, but in no event in an amount less than the amount specified by the local government under G.S. 160A-485 as the limit of the local government's waiver of immunity or the amount of Tort Claim liability specified in G.S. 143-299.2, whichever is greater. The insurance shall protect and name the Department and the local government as additional insureds on any policies covering the business and the sidewalk activities.
- D. The permit issued by the Municipality shall require the restaurant operator to provide an agreement or evidence to indemnify and hold harmless the Department or the local government from any claim resulting from the operation of sidewalk dining activities.
- E. The permit shall require the restaurant operator to provide a copy of all permits and licenses issued by the State, county or city, including health and ABC permits, if any, necessary for the operation of the restaurant or business, or a copy of the application for the permit if no permit has been issued to the Municipality. This requirement includes any permits or certificates issued by the county or city for exterior alterations or improvements to the restaurant.
- F. The Municipality shall also meet any other requirements deemed necessary by the Department, either for a particular local government or a particular component of the State highway system to safely allow sidewalk dining.
- G. The Municipality may impose additional requirements on a case-by case basis and nothing in this AGREEMENT requires the Municipality to issue or maintain any permit for sidewalk dining activities if, in the opinion of the Municipality, such activities cannot be conducted in a safe manner in the State right-of-way.
- H. The Department shall cancel this AGREEMENT and revoke the permission of the Municipality to issue permits if at any time the Department considers that the safety of the traveling motorist, pedestrians, or any other third party may be compromised.
- I. The Department reserves the right to cancel this AGREEMENT on a case-by-case basis if the Department deems the activities permitted by the Municipality cannot be conducted in a safe manner.

- J. No permits may be issued for sidewalk dining on any interstate route.
- K. The Municipality shall obtain permission from the Department to permit the right-of-way of any federal-aid route on or off the National Highway System to be used for sidewalk dining. A request for permission should be coordinated with the Department's Division Engineer.
- L. The Municipality shall keep and maintain a list or database of all current permits and issued parties that may be requested by the Department at any time. A copy of all paperwork and submitted documents shall be kept on hand and provided to the Department if requested. If the permit is incomplete or does not meet the standards of this AGREEMENT, the Department reserves the right to cancel this AGREEMENT.

II. SIDEWALK DINING ORDINANCE AND PERMITS - MINIMUM CONDITIONS OF ORDINANCE

The ordinance enacted by the Municipality shall be consistent with, but not necessarily limited to, the following minimum criteria:

- A. Tables, chairs, and other furnishings shall be placed a minimum of six feet from any travel lane.
- B. Tables, chairs, and other furnishings shall be placed in such a manner that at least five feet of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remains clear for the passage of pedestrians and provides adequate passing space that complies with the Americans with Disabilities Act.
- C. Tables, chairs, and other furnishings shall not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilations areas, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act.
- D. The maximum posted speed permitted on the roadway adjacent to the right-of-way to be used for sidewalk dining activities shall not be greater than 45 miles per hour.
- E. The standards set forth by this AGREEMENT are minimums according to General Statute. Every potential site for Sidewalk Dining shall be reviewed by the Municipality for safety. Meeting these minimum guidelines alone does not imply that minimum standards for safety have been met. NCDOT reserves the right to limit or restrict application of this AGREEMENT along specific corridors or locations if safety becomes an issue.
- F. The restaurant operator shall cease part or all sidewalk dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, or public building, by the

Department, the local government, its agents or employees, or by any other governmental entity or public utility.

III. SIDEWALK DINING ORDINANCE AND PERMITS - TIME FRAME

This AGREEMENT shall remain in place until canceled in writing by either party with thirty (30) days written notice to the other party.

IV. ADDITIONAL PROVISIONS

- A. This AGREEMENT shall not preempt or override local ordinances which have been enacted within the authority of the NCGS that are currently in place.
- B. The Department shall not be held liable for any damages resulting from implementation of any ordinances or issuance of any permits under the terms of this AGREEMENT.
- C. This AGREEMENT contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this AGREEMENT except as expressly set forth herein.
- D. The parties hereby acknowledge that the individual executing this AGREEMENT on their behalf is authorized to execute this AGREEMENT on their behalf and to bind the respective entities to the terms contained herein and that he has read this AGREEMENT, conferred with his attorney, and fully understands its contents.
- E. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the AGREEMENT as binding as an original, and the parties agree that this AGREEMENT can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the AGREEMENT.
- F. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this AGREEMENT has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____, Clerk of the local governing body of the _____

as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Housing Market Sortable Statistics



Provided by Canopy Realtor® Association

January 2021

Click any area for a full report.

	Closed Sales	1-Year Change	Average Sales Price	1-Year Change	Median Sales Price	1-Year Change	New Listings	1-Year Change
Sort	Sort	Sort	Sort	Sort	Sort	Sort	Sort	Sort
The Charlotte Region	3,377	+ 11.9%	\$339,984	+ 13.6%	\$285,000	+ 12.9%	4,301	- 7.8%

COUNTIES

Alexander County, NC	15	- 21.1%	\$214,867	- 6.5%	\$211,000	+ 31.9%	24	- 14.3%
Anson County, NC	9	+ 200.0%	\$150,389	+ 45.1%	\$129,900	+ 28.6%	12	0.0%
Cabarrus County, NC	248	+ 0.8%	\$289,837	+ 8.9%	\$265,830	+ 9.5%	297	- 20.2%
Chester County, SC	13	- 31.6%	\$151,068	- 3.3%	\$175,000	+ 15.9%	22	+ 37.5%
Cleveland County, NC	76	+ 111.1%	\$215,547	+ 18.5%	\$180,000	+ 20.4%	106	+ 63.1%
Gaston County, NC	242	- 8.0%	\$245,643	+ 4.1%	\$225,000	+ 9.8%	351	+ 21.9%
Iredell County, NC	272	+ 28.9%	\$365,552	+ 15.6%	\$300,000	+ 15.4%	318	- 8.9%
Lancaster County, SC	128	+ 14.3%	\$345,893	+ 12.0%	\$339,950	+ 11.1%	157	- 21.1%
Lincoln County, NC	95	+ 21.8%	\$336,266	+ 7.3%	\$313,213	+ 23.9%	119	+ 2.6%
Mecklenburg County, NC	1,326	+ 8.0%	\$383,626	+ 12.6%	\$309,950	+ 15.6%	1,678	- 13.7%
Montgomery County, NC	16	0.0%	\$275,906	+ 75.0%	\$224,500	+ 113.8%	22	- 26.7%
Rowan County, NC	136	+ 37.4%	\$232,413	+ 24.9%	\$212,000	+ 18.4%	142	- 4.1%
Stanly County, NC	53	- 7.0%	\$210,840	+ 23.1%	\$179,000	+ 10.2%	53	- 7.0%
Union County, NC	257	- 0.8%	\$416,340	+ 23.2%	\$360,800	+ 20.3%	422	+ 8.2%
York County, SC	363	+ 35.4%	\$326,512	+ 14.7%	\$290,000	+ 11.5%	432	- 9.4%

COMMUNITIES

Charlotte MSA	2,804	+ 9.3%	\$346,949	+ 12.9%	\$294,000	+ 13.1%	3,619	- 8.1%
City of Charlotte, NC	1,050	+ 6.8%	\$372,069	+ 15.4%	\$291,000	+ 14.1%	1,370	- 15.2%
Concord, NC	160	+ 12.7%	\$278,216	+ 1.8%	\$266,025	+ 6.4%	162	- 29.9%
Cornelius, NC	52	- 3.7%	\$572,482	+ 5.0%	\$348,000	+ 8.5%	60	- 3.2%
Davidson, NC	36	+ 38.5%	\$565,662	+ 16.6%	\$439,184	+ 10.2%	32	- 33.3%
Denver, NC	60	+ 36.4%	\$433,424	+ 0.3%	\$368,000	+ 5.1%	66	+ 40.4%
Fort Mill, SC	121	+ 89.1%	\$350,033	- 3.9%	\$315,900	- 4.3%	120	- 21.1%
Gastonia, NC	91	+ 7.1%	\$213,937	+ 10.0%	\$207,000	+ 20.0%	140	+ 6.1%
Huntersville, NC	101	+ 21.7%	\$360,336	- 10.4%	\$352,000	+ 1.7%	127	+ 5.0%
Kannapolis, NC	62	+ 8.8%	\$244,886	+ 29.4%	\$197,500	+ 16.9%	64	- 26.4%
Lake Norman	180	+ 33.3%	\$574,542	+ 5.0%	\$406,500	+ 12.1%	244	+ 14.0%
Lake Wylie	104	+ 48.6%	\$415,785	+ 6.5%	\$364,925	- 1.0%	164	+ 3.8%
Lincolnton, NC	24	- 20.0%	\$234,116	+ 24.4%	\$217,500	+ 16.1%	33	0.0%
Matthews, NC	84	0.0%	\$389,463	+ 17.4%	\$355,000	+ 20.3%	76	- 26.9%
Monroe, NC	64	- 17.9%	\$271,557	+ 7.5%	\$254,370	+ 4.9%	164	+ 51.9%
 Mooresville, NC	168	+ 33.3%	\$447,338	+ 14.1%	\$349,500	+ 16.0%	198	- 12.4%
Rock Hill, SC	116	- 7.2%	\$277,773	+ 20.8%	\$259,000	+ 17.7%	116	- 16.5%
Salisbury, NC	65	+ 22.6%	\$221,849	+ 21.1%	\$205,490	+ 16.1%	88	+ 20.5%
Statesville, NC	84	+ 25.4%	\$217,858	+ 6.5%	\$200,000	+ 5.3%	72	- 24.2%
Tega Cay, SC	18	+ 80.0%	\$402,650	+ 16.8%	\$367,450	- 2.4%	45	+ 60.7%
Uptown Charlotte	25	- 3.8%	\$393,631	+ 20.3%	\$332,750	+ 11.7%	32	- 20.0%
Waxhaw, NC	79	+ 23.4%	\$497,352	+ 22.9%	\$397,750	+ 15.8%	106	- 9.4%

Current as of February 5, 2021. All data from Canopy MLS, Inc. Percent changes are calculated using rounded figures. | SortStats © 2021 ShowingTime.

Local Market Update for January 2021

A RESEARCH TOOL PROVIDED BY THE CANOPY REALTOR® ASSOCIATION
FOR MORE INFORMATION, CONTACT A REALTOR®



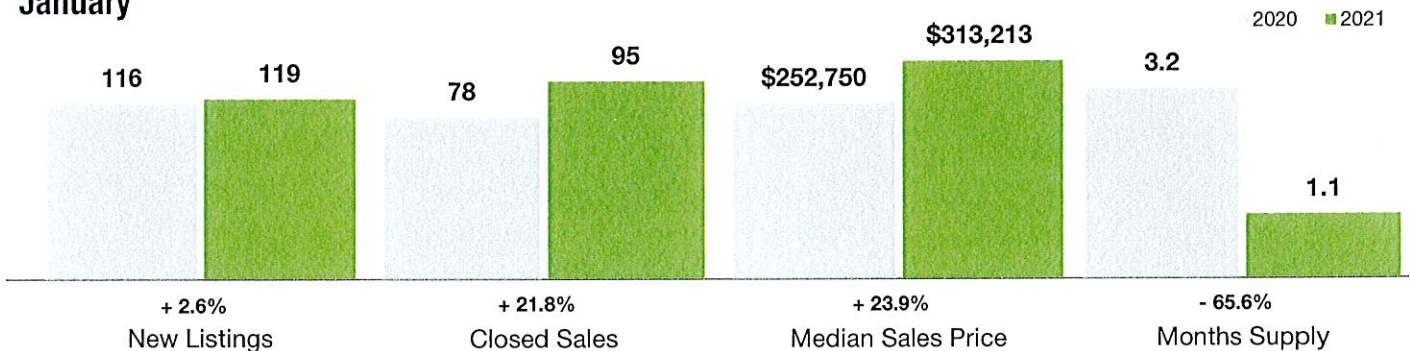
Lincoln County

North Carolina

Key Metrics	January			Year to Date		
	2020	2021	Percent Change	Thru 1-2020	Thru 1-2021	Percent Change
New Listings	116	119	+ 2.6%	116	119	+ 2.6%
Pending Sales	99	164	+ 65.7%	99	164	+ 65.7%
Closed Sales	78	95	+ 21.8%	78	95	+ 21.8%
Median Sales Price*	\$252,750	\$313,213	+ 23.9%	\$252,750	\$313,213	+ 23.9%
Average Sales Price*	\$313,249	\$336,266	+ 7.3%	\$313,249	\$336,266	+ 7.3%
Percent of Original List Price Received*	94.4%	98.7%	+ 4.6%	94.4%	98.7%	+ 4.6%
List to Close	129	102	- 20.9%	129	102	- 20.9%
Days on Market Until Sale	82	40	- 51.2%	82	40	- 51.2%
Cumulative Days on Market Until Sale	98	44	- 55.1%	98	44	- 55.1%
Average List Price	\$310,543	\$402,888	+ 29.7%	\$310,543	\$402,888	+ 29.7%
Inventory of Homes for Sale	355	160	- 54.9%	--	--	--
Months Supply of Inventory	3.2	1.1	- 65.6%	--	--	--

* Does not account for sale concessions and/or downpayment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

January



Median Sales Price

Rolling 12-Month Calculation



Local Market Update for January 2021

A RESEARCH TOOL PROVIDED BY THE CANOPY REALTOR® ASSOCIATION
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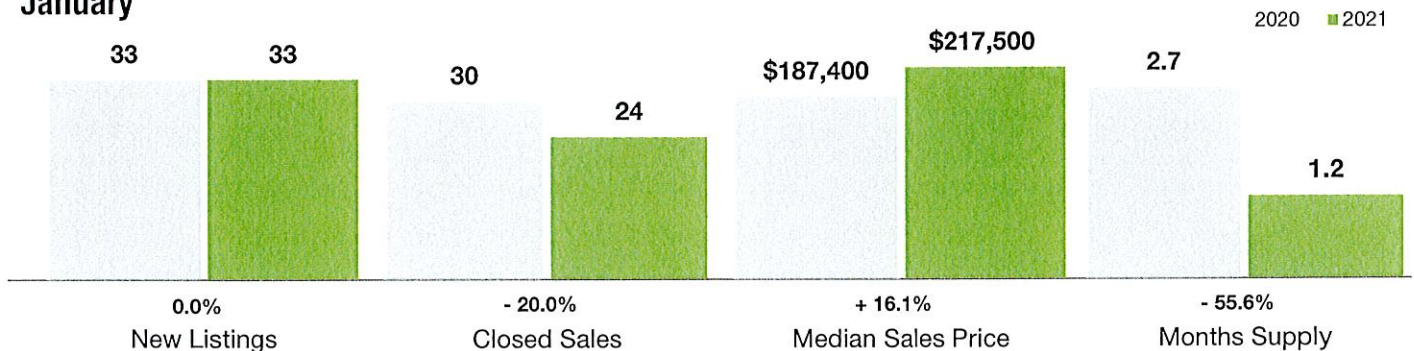
Lincolnton

North Carolina

Key Metrics	January			Year to Date		
	2020	2021	Percent Change	Thru 1-2020	Thru 1-2021	Percent Change
New Listings	33	33	0.0%	33	33	0.0%
Pending Sales	26	49	+ 88.5%	26	49	+ 88.5%
Closed Sales	30	24	- 20.0%	30	24	- 20.0%
Median Sales Price*	\$187,400	\$217,500	+ 16.1%	\$187,400	\$217,500	+ 16.1%
Average Sales Price*	\$188,167	\$234,116	+ 24.4%	\$188,167	\$234,116	+ 24.4%
Percent of Original List Price Received*	94.6%	97.1%	+ 2.6%	94.6%	97.1%	+ 2.6%
List to Close	116	85	- 26.7%	116	85	- 26.7%
Days on Market Until Sale	65	29	- 55.4%	65	29	- 55.4%
Cumulative Days on Market Until Sale	77	29	- 62.3%	77	29	- 62.3%
Average List Price	\$204,050	\$235,152	+ 15.2%	\$204,050	\$235,152	+ 15.2%
Inventory of Homes for Sale	91	46	- 49.5%	--	--	--
Months Supply of Inventory	2.7	1.2	- 55.6%	--	--	--

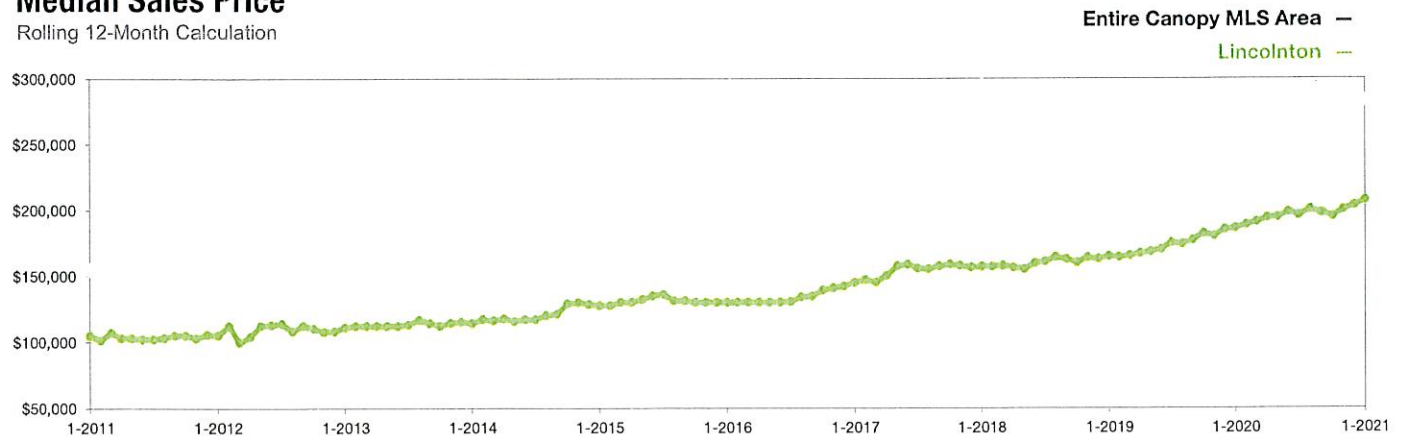
* Does not account for sale concessions and/or downpayment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

January



Median Sales Price

Rolling 12-Month Calculation



BUDGET WORKSHOP – MARCH 12, 2021

The 2021 annual Budget Work Session was held on March 12, 2021 in the Council Chambers of City Hall, located at 114 West Sycamore Street beginning at 8:00 a.m.

Council Members in attendance were:

WHITE POINSETTE EADDY JETTON

Mayor Ed Hatley called the work session to order, after which turning the meeting over to City Manager Ritchie Haynes. Mr. Haynes began by thanking the members of Council for giving staff the opportunity to stand before them and present their request. After addressing some housekeeping rules and explaining the general flow of the meeting, Mr. Haynes turned to the agenda, beginning with Strategic Plan. He did thank staff, noting that they did a great job not overloading the budget with their request. He announced that budget (in all three funds) is currently balanced.

INFRASTRUCTURE

Fire Chief Ryan Heavner began with Goal #1 - Infrastructure. Chief Heavner gave a brief overview of this portion of the strategic plan, explaining that the list was evaluated by the committee, adding to and/or revising listed items as needed. Due to the amount of water related items included, Chief Heavner did defer to Utilities Director Robert Pearson and Business Services Director David Ramsey for details and clarification of several items.

Directing attention to the tasks typed in red and the one task highlighted in yellow, Chief Heavner addressed each of the ongoing projects under 1.1 Communication, 1.2 Sewer, 1.3 Water, 1.4 Electric, 1.5 Streets and 1.6 Buildings.

EMPLOYEE BENEFITS

Human Resources Director Tanya Osborne presented the update for strategic planning Goal #2 – Employee Benefits. Mrs. Osborne began by identifying staff members that serve on this committee. Addressing the items in red, she spoke to the topic of retiree health insurance program option, which is listed under 2.2 health Insurance Comparisons, and 2.3 401k. She also reported on items listed under 2.5 Employee Salary Movement, 2.6, Compensation Equities, 2.10 Paid Family Leave, 2.11 Personnel Policy Revisions, 2.12 Drug and Alcohol Policy Revision, 2.14 Birthday (Personal Day) and 2.15 Cemetery Plot Payment Plan. Mrs. Osborne expounded on each proposed benefit, detailing the specifics.

In conclusion, Mrs. Osborne reported on the success of the Service Award Recognition change that was approved by Council last year. She spoke to the huge benefit of the additional Emergency Paid Leave that Council approved in January, and she also gave a brief update on the status of COVID vaccinations for employees. There was some discussion generated among Council and staff regarding eligibility for this benefit if vaccination is refused and several of the other policy revisions and benefits included and/or proposed. There was more discussion regarding recruitment difficulties and the need to look into the current process in relation to our public safety employees.

BUDGET WORKSHOP – MARCH 12, 2021

DOWNTOWN DEVELOPMENT

Laura Elam, Planning Director addressed Council regarding Downtown Development and the status of some of the projects currently underway in the downtown area. Prior to giving her report, City Manager Ritchie Haynes gave a general overview of his plans to have only one strategic plan, combining the City's and the Steering Committees into a single plan.

Mrs. Elam reported on development activity and growth in downtown, despite COVID. Stressing the creativity of former City Manager Steve Zickefoose, she reviewed several successful projects such as the Eureka Mill project, which is now Brick Tree Brewing. She spoke to one of the most popular projects, Burton Farms, as another success story, informing Council that the owner is currently looking to possibly open up a restaurant in the former Harvest Moon location.

Reported projects currently underway include Local Roots and Untapped. Mrs. Elam also touched on the residential growth, listing the Aspen Station Townhomes. Some discussion was generated regarding the other sites to be developed, with Councilman Eaddy requesting that the terms of the agreement be researched, verifying what can or can not be done. Mrs. Elam also identified projects that are in the planning stages such as the Burton Farms restaurant, a restaurant to the rear of Sound City building and a potential restaurant on the street level, with loft living on the upper floor in the Reinhart Building.

Some discussion was generated regarding several other businesses in and around town. Councilman Eaddy asked if Council can be notified when new businesses move into town in order for them to be able to inform citizens when asked. Demolition and construction for the new parking lot that will replace a section of the Lincoln Times New building was also discussed.

RECREATION

Public Service Director Nathan Eurey addressed several of the tasks listed under Strategic Planning Goal #4 – Recreation, starting with Task 1.6.1, the shade structure/sail for splash pad. Mr. Eurey continued speaking to those items listed as follows: Task 2 – Master Plan & Pedestrian/Bike Study, Task 3 – City Park. Mr. Eurey mentioned to Council the possibility of establishing a revolving saving account so that funds will be in place when matching funds are required in regards to applying for grant funding. Planning Director Laura Elam spoke to Task 4, briefly updating Council on the status of Phase 4 of the rail-trail. She confirmed that several of the necessary properties have been acquired but reminded Council of the obstacles when dealing with the railroad in regards to ownership rights and negotiations.

Mr. Eurey continued, speaking to the issues related to the cameras on the rail trail and what is being done to address it. Discussion was generated regarding the importance of this equipment being in place for the City's protection. Mr. Eurey also gave an update on the Rail-Trail Committee project to install a plaza area on the north side of the tunnel and to construct a performance stage area at First Federal Park. He informed that an application for a Timken Grant has been submitted to help fund the project. Funding from the Lincoln Tourism Development Authority has also been requested and secured. Mr. Eurey spoke to Task 5 – Future Land Acquisitions, Task 6 –

BUDGET WORKSHOP – MARCH 12, 2021

Facility Improvements, Task 7 – Betty Ross Park Expansion and Task 8 – Lincolnton Dog Park. Mr. Eurey announced a mid to late April Dog Park opening. Some discussion was generated in response to a question regarding the naming of the park. He also suggested the possibility of a phase II for the project that would include step to access the park from the rail-trail and some type of cross-fit workout station.

In conclusion, Mr. Eurey asked for direction on proceeding with drafting a smoking ordinance, which would ban smoking on all city owned property. He also presented a request to explore forming a Friends of the Parks and Recreation Group or Foundation. Mr. Eurey explained that this would be somewhat of a 501c3 fundraising arm of the Parks and Recreation Department that would allow the department to take donations and grants. I would also be useful in estate planning. Money would supplement the department and be used for scholarship and/or other persons with financial difficulties. After some discussion between Council and staff, Councilmembers voiced their support, directing staff to proceed with researching and moving forward with both a smoking ordinance and forming a Friends Group/Foundation. Mayor Hatley announced a ten minute break would be taken before continuing.

GROWTH NEEDS

Upon returning from the break, City Manager Ritchie Haynes took a few minutes to welcome both Councilwoman Christine Poinsette and Finance Director Pam McBryde to their first work session in their respective roles.

As outlined on the Agenda, City Manager Ritchie Haynes addressed item #2 – Growth Needs. Mr. Haynes began, explaining the information being presented are the request submitted by each departments above what was allocated for the previous year. He stated that the request total 2.4 million dollars, and explained what was being requested and why.

	<u>Department</u>	<u>Requested</u>
4110	City Manager/Clerk	0
4120	Human Resources	
	Training and Business	1,000
	Additional random testing	1,800
	Adobe Acrobat Pro Software	1,000
		3,800
4130	Finance	0
4280	General Expense	8,807
4285	General Debt Service	30,000
4310	Police	
	Downtown Pay- Parking and Community Service	80,000
	Certificate and MPO Pay	8,000
	Taser Contract Costs	50,000
	E-Crash Yearly Service	1,500

BUDGET WORKSHOP – MARCH 12, 2021

	In Car Computers	22,000
	Misc Equipment	12,000
	2 Patrol Trykes	21,000
	Rollkall Off Duty Software	950
	LexiPol Policy and Procedure Softwar	23,000
	Grounds and Maintenance	10,000
	Inkless Fingerprint System Software	14,000
	(2) 48 port switches for new building	9,000
		251,450
4340	Fire	
	Part-time Increase	3,500
	New cell phone for part-time inspector	500
	Contract for IAP development for special events	12,500
	CAD Freedom Software	2,500
	Replace broken equipment on Engine 2	7,500
		26,500
4510	Public Works	0
4520	Street	
	Skid Steer Attachments	10,000
4530	Equipment Services	0
4710	Solid Waste	
	Tipping Fees	1,500
4910	Planning/Zoning	
	Code Enforcement demos and abatements	45,500
4930	Bus & Comm. Dev	15,000
6100	Recreation	
	Part-time Administrative Assistant	13,000
	Supplies	2,000
	Gas & Oil	1,000
	Training & Business	2,000
	Equipment Repair	4,000
	Repair Highland Drive Shelter	20,000
	Shade Structure-FFP	20,500
	Cameras - Rail Trail	15,000
	Amenities for Plaza Project	20,000
	Divider Curtain-Gym	13,500
	Existing Ballfield Sod & Irrigate	65,000
	Betty Ross Park Cameras	20,000
	Amenities for Dog Park & steps to Rail Trail	36,000
	Grade and gravel turnaround at Hollybrook	11,500
	Replace Backstop	11,500
	Repave 2 sections at Hollybrook	21,000

BUDGET WORKSHOP – MARCH 12, 2021

	Automated Gates at Betty Ross and Highland Drive	23,500
		299,500
	Fund 10	692,057
	Department	Requested
7100	Water Treatment	
	PLC Replacement	30,000
	Valve Replacement	60,000
	Floc Drives	25,000
	Clari Track Repair	15,000
		130,000
7110	Dist & Collection	
	Wet Well Wizard	16,000
	Clarks Creek Station Upgrade	200,000
	Hoyle Street Gravity Line	75,000
	South Fork Sewer Crossing	75,000
	Generators - Lift Stations	125,000
	Spare pump for Betty Ross Lift Station	55,000
	Poplar Street sewer line repair	60,000
		606,000
7120	Wastewater	
	Rebuild #3 pump	25,000
	Automatic transfer switch	30,000
	DAF parts	150,000
	Replace diffuser head at aeration basin	100,000
	Road repair	45,000
	Roof Repairs	30,000
	Repair lid on #3 digester	100,000
		480,000
	Fund 61	1,216,000
7200	Electric	
	Pole Setter	150,000
	Reel Trailer	20,000
	Gaston Street Line Improvements	100,000
	Misc. Equipment	3,000
	Traffic Controllers	60,000
	Medium Size Trachoe	120,000
	Washpit	100,000
	Fund 63	553,000
	Total All Funds	2,461,057

BUDGET WORKSHOP – MARCH 12, 2021

Mr. Haynes did refer to department heads, asking them to give more details regarding some of the request submitted. And again, reiterated these request are in addition to what was requested the previous year.

COUNCIL DISCUSSION ITEMS

Several department heads gave updates on the status of ongoing projects. Public Services Director Nathan Eurey addressed Council regarding the Parks and Recreation Master Plan. Mr. Eurey laid out where things are on the project timeline with the master plan and what has been completed thus far since the kickoff in August 2020. He referenced site visits, the Master Plan kick-off meeting, Community input survey launch, Community Engagement meetings and Virtual Focus Group meetings. Mr. Eurey informed that the plan is currently being written, with a projected completion date being sometime in June.

Chief Ryan Heavner gave an update on the Boger City Fire Department merger status, reporting that nothing but positive input has been received. He noted many of the positives that will come out of this union, one being the positive position this merger has put the City in. Chief Heavner informed that dissolution paperwork will begin the first of April, as Boger City feel there is no reason not to proceed with dissolving their Charter and membership. He continued saying that relief funds should be transferred around the end of April, with General Fund monies being transferred to the City at the end of June. In response to a question from Mayor Hatley, City Manager Ritchie Haynes confirmed that the property will be annexed into the city limits once ownership is transferred, starting the process after July 1st.

City Manager Ritchie Haynes, along with Human Resources Director Tanya Osborne, summarized the Pay and Class Study information. Mr. Haynes reminded Council of the current system being used, assuring Council that the funds needed to accommodate Group A is in the proposed balanced budget. Mrs. Osborne talked briefly about the various steps her department uses for getting the necessary information for this process to be successful. She spoke to the difficulty of the Public Safety group, and the next to address salary adjustment for this group in the near future. There was much discussion around this topic and the difficulties in recruitment and retention, with a number of suggestions/ recommendations from staff and Council to address the issue.

City Manager Ritchie Haynes reported on a cemetery vault requirement study recently conducted. Mr. Haynes stated that Gastonia, Newton, Hickory, Belmont, Statesville, Lenoir, Cherryville, Mooresville and Maiden were contacted regarding their policy. He informed that Statesville and Cherryville were the only two that do not required vaults to be used in their cemetery. Some discussion was generated as to the reason for the requirement and the additional cost that will accompany such a requirement. City Manager Ritchie Haynes recommended that staff create draft a policy and present to Council for consideration at a future meeting.

Community Relations Director Laura Morris gave an update on the status of City of Lincolnton logo trademark/service mark study. Upon presenting the information, Ms. Morris recommended that a licensing agreement always be required before approving a usage request. She also recommended requiring a process of review prior to final approval of any request submitted as

BUDGET WORKSHOP – MARCH 12, 2021

revisions and/or modifications may be needed. Some discussion regarding liability was generated with Councilman Jetton expressing his concern with having the City's logo on a beer can. Councilman Eaddy communicated his thoughts in reference to the logo and the purpose behind creating it. There was a consensus among council members to proceed with putting the necessary steps in place. Councilman Eaddy suggested that the owners of Brick Tree be contacted informed of Council's wishes in regards to the use of the logo.

Before ending this portion of the meeting, City Manager Ritchie gave councilmember the opportunity to ask questions. After questions/comments were addressed, department heads were dismissed, as councilmembers and remaining staff broke for lunch.

CITY MANAGER'S OFFICE OVERVIEW/RECOMMENDATIONS

Leaving the 2021/2022 Goals to be discussed last, City Manager Ritchie Haynes began, presenting each item as follows:

Mandated Expenses
Zero Based Budget Cuts
Estimated Tax Revenues
Balancing/Growth Requests Approved
CMO/Recommendations/Highlights
Donations
Line Item Budget

Mr. Haynes welcomed and addressed questions from Council members as he explained what was being presented. Much discussion was generated during this portion of the meeting, with Mr. Haynes sharing what his plans are moving forward in a number of the funds. Infrastructure repair, street paving and sidewalks, and indebtedness repayment were a few of the topics discussed. Growth request were again reviewed, with Mr. Haynes highlighting the difference between what was requested and what was approved in each department.

Continuing to the next item, the 2021-22 City Manager's Office recommendations and highlights were presented as follows:

General Fund \$11,037,157

- No tax rate increase
- New Revenue- Property Tax- \$50,000
- New Revenue -Sales Tax- \$215,000
- Restored Revenue -Sales Tax- \$200,000; *FY2021 Covid-19 reduction*
- Implement Salary Study - Phase 1- \$260,000
- Retirement Rate Increase - \$45,000
- Retiree Health Insurance Increase- \$54,900
- Replace 10 Police vehicles- Enterprise
- Allot \$36,000 to Police Department for Capital
- Allot \$10,000 to Police Department for Misc. Equipment
- Allot \$7,500 to Fire Department for Capital

BUDGET WORKSHOP – MARCH 12, 2021

- Allot \$10,000 to Fire Department for Misc. Equipment
- Allot \$18,000 to Fire Department for Building Needs
- Providing year six funding for DDA administrative position- \$42,000
- Rail Trail Landscaping Fund- \$10,000
- Allot \$50,000 to Parks & Recreation for Capital as follows:
 - Rail Trail Cameras - \$15,000
 - Hollybrook Paving - \$21,000
 - Entry Gates - Betty Ross & Highland Drive - \$14,000
- \$150,000 from NCMVT for street paving/sidewalks
- Fund Balance Available \$3.4M = 31%

Water and Sewer Fund \$8,196,950

- No rate increase
- Retirement Rate Increase - \$18,480
- Allot \$130,000 to Water Treatment Plant as follows:
 - PLC - \$30,000
 - Valve Replacement - \$60,000
 - Floc Drives-(2) - \$25,000
 - Clad Trac Repairs-(2) - \$15,000
- Allot \$364,500 to Waste Water Treatment Plant as follows:
 - Rebuilt #3 Pump Head - \$25,000
 - DAF Parts - \$64,500
 - Aeration Basin Diffuser Head - \$100,000
 - Road Repair - \$45,000
 - Garage Roof - \$30,000
 - #3 Digester Lid - \$100,000
- Allot \$535,000 to Distribution and Collection as follows:
 - Clarks Creek Rebuild Upgrade - \$200,000
 - Lift Station Generator-Country Club - \$75,000
 - Lift Station Generator-27 West - \$50,000
 - Popular Street Sewer Line - \$60,000
 - Hoyle Street Gravity Line - \$75,000
 - Southfork Crossing - \$75,000
- Fund Balance Available \$3.5M = 43%

Electric Fund \$7,797,350

- No increase in rates
- Retirement Rate Increase - \$5,640
- Allot \$433,000 to Electric Department for Capital as follows:
 - Yard Machine - \$150,000
 - Line Reel - \$20,000
 - Gaston Street Improvements - \$100,000
 - Traffic Controller - \$60,000
 - Smart Phones-(3) - \$3,000
 - Wash Pit - \$100,000

BUDGET WORKSHOP – MARCH 12, 2021

- Building Maintenance - \$90,000
- System Maintenance Increase - \$120,000
- Fund Balance Available \$1.4M = 20%

Powell Bill Fund \$305,000

- Paving of City Streets- \$140,000
- Maintenance of City Streets- \$120,000
- Capital Projects- \$45,000
- Fund Balance Available \$288,000 = 95%

Boger City Fire District Fund \$985,000

- Implement Salary Study — Phase 1- \$28,150
- Retirement Rate Increase - \$5,160
- Salaries & Benefits- \$692,300
- Operational Costs- \$158,700
- Capital - \$134,000

City Manager Ritchie Haynes presented the following donation request. There was some discussion regarding the benefits received from the various organizations for the funds requested. Mr. Haynes voiced his recommendation regarding each request with Council deliberating and providing guidance and direction. There was much discussion surrounding the issue of litter on our City streets and the best way to address the problem, agreeing that an organized plan should be implemented for city streets. Mr. Haynes suggested speaking with representatives for the Keep Lincoln County Beautiful to address the NCDOT streets.

Donations	2019	2020	2021	Requests 2022	Approve 2022
American Legion Medal Honor		1,000	1,000	1,000	1,000
Keep Lincoln County Beautiful			1,500		
Lincolnton High School - Sign			29,000		-
Arts Council	-	6,000	6,000	8,500	6,000
Historical Association	-	6,000	15,000	10,000	7,500
Lincoln Cultural Center	40,000	40,000	40,000	40,000	40,000
Chamber of Commerce	17,100	17,100	17,100	17,100	17,100
DDA Administrator	48,000	42,000	42,000	42,000	42,000
LEDA	55,000	60,000	65,000	66,807	66,807
Humane Society	2,000	2,000	2,000	2,000	2,000
Communities in Schools- City	5,000	5,000	5,000	7,500	7,500
Hessed House of Hope	5,000	5,000	5,000	5,000	5,000
Other Requests	-	-	-	2,000	
City Donation Total	172,100	184,100	228,600	201,907	194,907

1 cents = \$97,225

\$194,907 = 2.00 cents on Tax Rate

BUDGET WORKSHOP – MARCH 12, 2021

Mr. Haynes voiced his desire to meet with the representatives from the organizations to obtain additional information regarding this requests.

The City Incentive Grants program was discussed. City Manager Ritchie Haynes provided council members with information obtained from the School of Government regarding the legal structure of these grants. Mr. Haynes stated that instead of grants, the School of Government has suggested that the city offer loans as an option to businesses to promote economic growth. He listed a number of different ways it can be done. Mr. Haynes asked for permission to study and research the topic. Staff would submit a loan program proposal to Council to be adopted at a later date. The plan of action to research was agreed upon. Attention was directed to the information on the CDBG-ED Project, as well as material on the Industrial Development Incentive Grant Program for new and existing industries. There were more discussion on the current project underway with Sparty Holdings, Inc.

Streets Paving and Sidewalk study was presented and discussed. City Manager Ritchie Haynes identified the work that was done this year, and also revealed his plan to pave Water Street and Sycamore Street. He also plans to pave all side streets between Water Street and Sycamore Street, putting these streets on the same paving cycle as Main Street.

City Manager Ritchie Haynes spoke to a request from the Lincoln Meadows Homeowners Association to adopt the sidewalks in the Lincoln Meadows Subdivision. A site plan was provided, showing the area in question. Much discussion was generated regarding this request among councilmembers. Mr. Haynes informed that since sidewalks were not initially inspected, there is no way of knowing if they meet the required standard. Mr. Haynes listed the options to choose from, recommending that the current sidewalks be adopted after site inspections are performed. He also suggested that the agreement require that all new sidewalks be inspected upon installation. Council gave their consent for Mr. Haynes to move forward with investigating this request, after which he will report back on his findings.

City Manager Ritchie Haynes gave Council an update on the status of the ABC store request. Per a request from Tommy Huskey, Councilman Eaddy made a motion to approve a resolution authorizing the local ABC Board to set aside a portion of remaining gross receipts as a fund for specific capital improvements. Councilwoman Poinsette seconded. Members voted 4-0 in favor of the motion. *(resolution attached to and made an official part of these minutes)*

Mayor Ed Hatley informed members of Council of a conversation he had with Gene Poinsette, Chair of the Lincoln County ABC Board. Mayor Hatley volunteered to make arrangements to have informal discussions with the County representatives. Councilman Eaddy, the Mayors appointment to the City ABC Board would be included in these discussions.

Disposition of city-owned property at 600 Huss Street and the Welcome Center loft property was briefly discussed. The City Manager listed the options available, giving his opinion for both. July 4th Celebration activities were also discussed, with Mr. Haynes informing of plans to continue with the fireworks display and parade. There are no plans for children's activities this year and no decision has been made on access to the stadium. Other activities, such as the Apple Festival was talked about as well.

City Manager Ritchie Haynes polled Council on their choice a sign for the Welcome Center. All members voted on the standard logo. Mr. Haynes also asked for Councils opinion on the parking lot design and how to address issues that may be created for the church due to the impervious surface being installed. *(plan attached to and made an official part of these minutes)*

BUDGET WORKSHOP – MARCH 12, 2021

Council directed City Manager Ritchie Haynes to send an email to Representative Saine asking him to become a co-sponsor of H.B. 257. Councilman Eaddy made a motion to request support of H.B. 257. Members voted 4-0 in favor of the motion. *(resolution attached to and made an official part of these minutes)*

ADJOURNMENT

With no other business to discuss, Councilman Jetton made a motion to adjourn. Members voted 4-0 in favor of the motion.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

(R-03-21)

**A RESOLUTION AUTHORIZING THE LOCAL ABC BOARD
TO SET ASIDE A PORTION OF REMAINING GROSS RECEIPTS
AS A FUND FOR SPECIFIC CAPITAL IMPROVEMENTS**

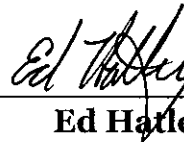
WHEREAS, the City of Lincolnton, having received a request from the Lincolnton ABC Board, has considered the need for specific capital improvements; and

WHEREAS, with approval of the appointing authority for the board, the local board may set aside a portion of the remaining gross receipts as a fund for specific capital improvements; and

WHEREAS, the Lincolnton City Council did, at its March 4th, 2021 city council meeting, approve a minimum contribution of \$110,000 to the City of Lincolnton of the remaining gross receipts for two years from the ABC Board, to pay capital costs resulting from the purchase of a second ABC store within the city limits.

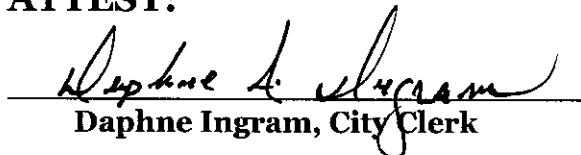
NOW THEREFORE, BE IT RESOLVED that the Lincolnton City Council supports the efforts of the Lincolnton ABC Board to set aside a portion of remaining gross receipts as a fund for specific capital improvements, agreeing to accept a minimum contribution of \$110,000 each year, for the next two years.

This 12th day of March, 2021



Ed Hatley, Mayor

ATTEST:

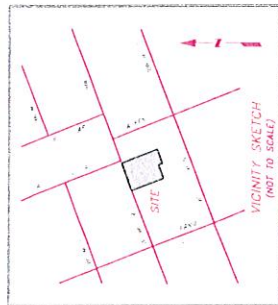


Daphne Ingram, City Clerk

WEST WATER STREET, LINCOLNTON, NC

CHECKED BY: JDL

J.DAVIDLEDFORD, RLA



CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Christine Poinsette
Roby Jetton



CITY MANAGER
Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
d Ingram@lincolntonnc.org
CITY ATTORNEY
Thomas J. Wilson, Jr.

(R-04-21)

**RESOLUTION SUPPORTING H.B. 257 TO POTENTIALLY REDUCE THE AMOUNT THAT
LINCOLNTON RATEPAYERS CONTRIBUTE TO THE CATAWBA NUCLEAR STATION
DECOMMISSIONING FUND**

WHEREAS, House Bill 257 was just introduced in the N.C. House of Representatives and will significantly benefit Lincolnton; and

WHEREAS, H.B. 257 will potentially reduce the amount that Lincolnton ratepayers contribute to the Catawba Nuclear Station decommissioning fund by allowing the power agency to invest the fund through the state's existing Ancillary Governmental Participant Investment Program (AGPIP) managed by the State Treasurer; and

WHEREAS, a recent analysis estimates that with the new, lower earnings assumptions projected for the fund as currently invested, the required increase in contributions by ratepayers in Lincolnton and 18 other North Carolina municipalities could result in a 6% wholesale rate increase to NCMPA1 member cities and towns; and

WHEREAS, investing through the AGPIP fund could enable lower electric rates – as much as an 8% decrease in wholesale rates – to the 19 communities (assuming current assumptions of revenue, costs, and projected and actual market returns hold true); and

WHEREAS, House Bill 257 has the full support of the North Carolina Municipal Power Agency No. 1 Board of Commissioners and ElectriCities of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincolnton, North Carolina that we support House Bill 257 and urge our Representative to do the same.

Adopted the 12th day of March, 2021

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

ITEM #

2b

Retirement Recognition –
Bryan “Scott” Cherry
30 Years of Service

*City of Lincolnton
In Appreciation of*

Bryan S. Cherry

Upon His Retirement On

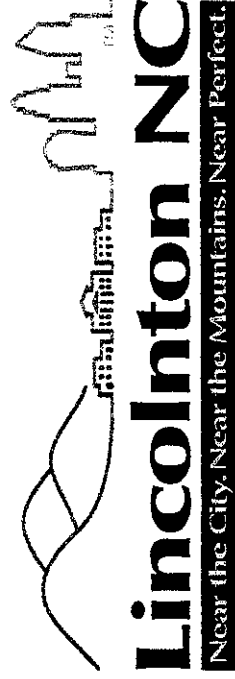
May 1, 2021

*The City of Lincolnton recognizes the employees of the City are its
greatest strength, and honors their dedication and contributions to the
City and its citizens.*

*May you be proud of the work you have done, the person you are, and
the difference you have made.*

30 Years of Service

Paul C. Hagan
City Manager



Ed Hatcher
Mayor

ITEM #

2c

(P-01-21)

Policy Revisions to the
Lincolnton Police Department
Standard of Operating
Procedures (SOP) Manual

Personal Appearance

<i>Subject</i> Personal Appearance		<i>Effective Date</i> May 1, 2021	<i>Policy #</i> 200-10
<i>Distribution</i> All Personnel	<i>Order Category</i> Operational Procedures	<i>Special Instructions</i> Rescinds Previous	

Department Policy

It shall be the policy of the Lincolnton Police Department that all employees shall maintain their personal hygiene and appearance to project a professional image that is appropriate for this department and for their assignments. Department personal appearance standards are primarily based on safety requirements, appearance conformity, and the social norms of the community served, while considering matters important to members of the Department.

I. Purpose

This policy provides guidelines for the personal appearance of members of the Lincolnton Police Department.

Requirements for department uniforms and civilian attire are addressed in the Uniforms and Civilian Attire Policy.

II. Grooming

Unless otherwise stated and because deviations from these standards may present officer safety issues, the following appearance standards shall apply to all members, except those whose current assignments would deem them not applicable, and where the Chief of Police has granted an exception.

A. Personal Hygiene

All members must maintain proper personal hygiene. Examples of improper personal hygiene include, but are not limited to, dirty fingernails, bad breath, body odor and dirty or unkempt hair. Any member who has a condition due to a protected category (e.g., race, physical disability) that affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to the Chief of Police.

B. Female Officers

All female officers of the Lincolnton Police Department shall maintain a neat, well-groomed appearance. Hair shall be styled according to the guidelines established in this General Order. These guidelines shall be followed by all female officers except by permission of the Chief of Police.

Personal Appearance

1. Hair when in uniform, female officers shall wear their hair in a style that does not extend more than three inches below the bottom of the shirt collar due to officer safety considerations. Ponytails are permitted. Ponytails longer than three inches below the bottom of the collar shall be pulled up in a bun or secured in such a fashion as not to exceed the three-inch maximum. Only one ponytail is permitted. Hair may be braided if the style presents a neat, conservative and professional appearance. Long hair can be worn up in an attractive manner as long as it is neat and shall not interfere with the effective use of any item of police equipment. If it is worn up and begins to straggle, it must either be put up again or worn down, meeting the collar regulations.
2. Female officers in civilian attire may wear their hair at a longer length with the approval of the respective division commander.

C. Male Officers

All male officers of the Lincoln TON Police Department shall maintain a neat, well-groomed appearance. Hair shall be styled according to the guidelines established in this General Order. These guidelines shall be followed by all male officers except by permission of the Chief of Police.

1. Hair will be kept clean and neatly groomed at all times. A male officer's hair must be worn so that it does not extend below the top of the collar while the individual is standing at a position of attention. Hair may touch the top of the ear and may be combed behind the ear; but will not extend down over the ear. Hair length or style shall not interfere with the effective use of any item of police equipment.

D. Wigs

Wigs are acceptable so long as they meet the prescribed requirements for hair and are the same color as the natural hair. If color is added to the hair, it must be natural hair colors. No more than two colors are permitted and shall be blended so as to give way to a naturally occurring appearance.

E. Mustaches

A mustache will be neatly trimmed. It may follow the natural curve of the mouth; but, will not extend below the plane of the lower lip or over any portion of the upper lip and will not extend onto or over the cheek area.

F. Sideburns

Personal Appearance

Sideburns shall not extend below the earlobe and shall at no point be more than 1 inch wide. Sideburns shall not exceed 1/2 inch in bulk, shall not flare, and shall be trimmed horizontally across the bottom.

G. Beards

Beards are authorized; however, they must be worn with a mustache. Beards shall be kept clean, neatly trimmed, and present a conservative, professional appearance and be maintained at a length and pattern so as not to detract from the officer's professional appearance. No portion of the beard may be exceptionally longer than the rest, and the beard length will not exceed one-half inch. The neck must remain clean shaven. Beards must be trimmed above and below, and shall not be permitted below the Adam's apple or on the neck. Patchy or spotty clumps of facial hair are not beards and will not be permitted. Designs cut, clipped or shaved into the beard are not authorized. Permission to wear beards may be withdrawn by the Chief, at any time. Sworn Personnel working on undercover assignments, or specialized assignments requiring facial hair not otherwise authorized by this policy, shall be exempt from these restrictions at the discretion of the Division Commander, and the Chief.

H. Fingernails

Fingernails will be kept clean and trimmed. Female employees may wear only conservative nail polish. Cosmetics will be in good taste and natural looking. Excessive eye shadow, false eyelashes, and excessive lipstick are prohibited.

III. Appearance**A. Jewelry**

For the purpose of this policy, jewelry refers to earrings, necklaces, bracelets, wristwatches and tie tacks or tie bars. Jewelry shall present a professional image and may not create a safety concern for the department member or others. Jewelry that depicts racial, sexual, discriminatory, gang related or obscene language is not allowed. See the Uniforms and Civilian Attire Policy for jewelry specifications that apply while wearing the department uniform.

1. Necklaces shall not be visible above the shirt collar.
2. Earrings shall be small and not dangling, worn only in or on the ear by female department members. Earrings shall be limited to no more than three earring per ear. Gauges in the ear are NOT allowed.

Personal Appearance

3. One ring or ring set may be worn on each hand of the department member. No rings should be of the type that would cut or pose an unreasonable safety risk to the member or others during a physical altercation, if the member is assigned to a position where that may occur. Engagement or wedding rings or bands and school or professional organizational rings may be worn with the uniform provided they are not large enough to interfere with the performance of duty. Rings must be worn on the ring finger of the right or left hand
4. One small bracelet, including a bracelet identifying a medical condition, may be worn on one arm.
5. Wristwatches shall be conservative and present a professional image.
6. Tie tacks or tie bars worn with civilian attire shall be conservative and present a professional image.

B. Tattoos

Inappropriate tattoos shall not be visible to the public and must be concealed by the uniform while on duty. Tattoos may be deemed inappropriate due to content or design. No tattoos are permitted on the face. Consideration will be taken that some existing tattoos will not be able to be completely covered. Any tattoos deemed inappropriate by the Chief of Police shall be covered while the officer is on duty by the wearing of the uniform long sleeve shirt or a neutral skin tone sleeve.

C. Body Piercing or Alteration

Body piercing (other than earlobes) or alteration to any area of the body that is visible while on-duty or while representing the Lincolnton Police Department in any official capacity, that is a deviation from normal anatomical features, and that is not medically required, is prohibited. Such body alteration includes, but is not limited to:

1. Tongue splitting or piercing.
2. The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).
3. Abnormal shaping of the ears, eyes, nose or teeth (i.e., enlarged or stretched out holes in the earlobes).
4. Branding, scarification or burning to create a design or pattern.

Personal Appearance**D. Dental Ornamentation**

Dental ornamentation that is for decorative purposes and that is not medically required is prohibited while on-duty or while representing the Lincoln TON Police Department in any official capacity. Such ornamentation includes, but is not limited to:

1. Objects that are bonded to front teeth.
2. Gold, platinum or other veneers or caps used for decorative purposes.
3. Orthodontic appliances that are colored for decorative purposes.

E. Glasses and Contact Lenses

Eyeglasses and sunglasses shall be conservative and present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited while on-duty or while representing the Lincoln TON Police Department in any official capacity.

F. Cosmetics and Fragrances

If worn, cosmetics shall be conservative and professional in appearance and shall blend in with the natural color of the skin. Lipstick should be conservative in color and compliment the wearer's skin tone. Use of cologne, perfume, aftershave lotion and other items used for body fragrance shall be kept to a minimum.

G. Undergarments

Proper undergarments shall be worn as necessary for reasons of hygiene and general appearance standards.

IV. Exceptions

Exceptions to this regulation shall be only with the written consent of the Chief of Police. Some reasons that an exception may be considered are those based upon medical conditions, special assignment, etc.

Lincolnton Police Department
Operations Manual

400-11 – Authorized Equipment

Effective Date: May 1, 2021

Review Date: May 1, 2021

Department Policy

It is the policy of the Lincolnton Police Department to utilize equipment only for its intended purpose and in accordance with established Departmental procedures. Department employees shall not intentionally abuse, damage or lose Department equipment. Only agency personnel demonstrating proficiency in the use of agency authorized weapons will be approved to carry such weapons.

I. Purpose

The purpose of this policy is to define what personal equipment is to be issued by the Department; to describe the procedures for issuance and return of the property; and to describe the proper use of the equipment.

II. Uniforms

A. Procedures for Issuance

1. It shall be the responsibility of the Captain to determine and secure uniforms for the Department within fiscal limits. Responsibility of the inspection, issuance and storage shall rest with the Chief of Police or his designee.
2. Uniforms will be issued on an as needed basis.
3. Part-time Officers shall be issued uniforms. Reserve/ Auxiliary will not be issued uniforms.
4. The Department shall be responsible for uniform alterations for up to five days after issuance and approval from the Captain. Members shall be responsible for any alterations made after five days.

B. Wearing the Uniform

1. All members of the Department shall be responsible for maintaining their uniforms in good order. The uniforms shall be kept neat, clean and well pressed at all times. Each article of the uniform shall conform to Department regulations.

a. Class A Uniforms

- 1) The Class A Uniform will consist of a long sleeve, button up outer uniform shirt with a tie. Body armor will be worn under the Class A uniform shirt.
- 2) All uniform personnel will wear Class A uniforms during the following circumstances:
 - a) Depositions
 - b) All Court Proceedings with the exception of District Court (Class B Uniform is permitted at District Court)
 - c) Presentations made in a formal setting
 - d) When attending a funeral service, other than outside traffic control
 - e) Any other event or ceremony where Class A uniform would be appropriate such as promotional processes or parades.

b. Class B Uniforms

- 1) The Class B Uniform will consist of the following combinations:
 - a) A long sleeve button up shirt with the body armor worn underneath the shirt with a black or white crew neck undershirt.
 - b) A short sleeve button up shirt with the body armor worn underneath the shirt with a black or white crew neck undershirt.
 - c) A long sleeve Armor Skin Polo shirt with the body armor worn in an outer carrier with a black or white crew neck undershirt.
 - d) A short sleeve Armor Skin Polo shirt with the body armor worn in an outer carrier with a black or white crew neck undershirt.

- e) The necktie will not be worn with short sleeve or the long sleeve shirt with outer vest carrier.
- c. Officer must wear long sleeve uniform shirt if excessive or offensive tattoos would be visible when wearing short sleeve option of uniform.
- d. All shirt buttons, including pockets, will be buttoned at all times with the exception of the top collar button when no tie is worn. When wearing the uniform long sleeve shirt, the shirtsleeves will be buttoned, not rolled up or under.
- e. Any article that would keep the shirt pockets from closing will not be carried in the shirt pockets. Articles carried in the uniform pants pockets will not protrude from the pockets with the exception of the clip from a pocketknife.
- f. Lieutenant and above may elect to wear the navy uniform shirt instead of the white uniform shirt during on-duty hours.
- g. Shirt accessories: Only the items listed below will be worn on the uniform shirt:
 - 1) The departmental badge will be worn above the left breast pocket.
 - 2) Nameplate bearing the officer's name will be worn horizontally and centered above the right breast pocket with the years of service tab properly attached. The bottom of the nameplate should touch the top stitch line of the right breast pocket.
 - 3) Up to six (6) department approved service ribbons may be worn centered above the nameplate. Civic pins, fraternity pins, etc. shall not be worn with the.
 - 4) Whistle or chain: Officers may wear a shoulder chain that extends from the right lapel ending inside the right shirt pocket flap. Officers may attach a whistle to this chain upon their discretion.
 - 5) Uniform shirts are to have departmental patches that are to be centered on the sleeve one inch below the top of the sleeve.

- 6) Sergeants may wear chevrons. Chevrons are to be centered on the sleeve one-half inch below the departmental patch.
- 7) Collar insignia shall be worn on the collar to show appropriate rank or assignment.
 - a) Chief of Police – Gold eagle
 - b) Major – Gold Oak leaf
 - c) Captain – Gold double bars
 - d) Lieutenant – Gold single bars
 - e) Sergeant – Gold chevrons
 - f) Master Police Officer – Silver “MPO”
 - g) Detectives / Patrol Officers – Silver “LPD”
 - h) K-9 Officers – Silver “K9”
- 8) When worn, uniform neckties shall be department issued.
- 9) Tie bars, clasps or tie tacks may be horizontal midway between the third and fourth buttons from the top of a shirt holding the necktie in place.

h. Body Armor

- 1) Use of Body Armor
 - a) Officers are provided with soft body armor for personal protections. All uniformed officers and supervisors must wear their police issued soft body armor during their tour of duty.
 - b) All officers working in police related secondary employment positions must wear their police issued soft body armor during their tour of duty.
 - c) All officers must wear protective vests during high risk and/or tactical situations. Examples of high risk or tactical situations include, but not limited to, any

search warrant executions, drug raids, initial crime scene responses and serving felony arrest warrants.

- d) It is highly recommended that all officers assigned to the Criminal Investigations Division and Administrative Staff wear their issued soft body armor during their tour of duty. Officers in these positions who choose not to wear the soft body armor must have it immediately available.

2) Exceptions to Use of Body Armor:

- a) During special events when the officer is wearing the designated Special Events Uniform.
- b) When the department determines that circumstances make it inappropriate to mandate wearing body armor. (i.e. exceptions for individuals, assignments, organizational units, climate-related situations and other factors that may be determined necessary by the Chief of Police or his/her designee)
- c) When it is determined by the Chief of Police that compelling circumstances exist that make it inappropriate to mandate the use of a body armor.

3) Inspection / Maintenance of Body Armor

- a) Officers shall be responsible for reporting any damage or excessive wear that may compromise the effectiveness of the body armor to their immediate supervisor. Arrangements shall be made for inspection and repair or replacement as soon as possible.
- b) Each officer is responsible for the proper storage of their body armor in accordance with manufacturer's instructions and must inspect his/her body armor daily for signs of damage and general cleanliness.
- c) Each officer shall be responsible for cleaning his/her body armor in accordance with the manufacturer's specifications.

i. Uniform Pants

- 1) Uniform pants shall be neat, clean, and fitted to the individual officer.
- 2) Officers are authorized to wear four pocket uniform pant or six pocket uniform pant with the hidden side pockets with the Class A or Class B uniform.

j. Socks

- 1) Socks will be solid black or dark blue when wearing shoes that reveal the socks when sitting.

k. Shoes

- 1) Only approved black shoes or boots may be worn. Approval is made by the Captain.

l. Jackets

- 1) Departmental issued jackets shall be worn at the discretion of the officer. Only the following accessories will be worn on the jacket:
 - a) The departmental badge, either metal or cloth, shall be worn on the left front of the jacket approximately over the left breast pocket.
 - b) Departmental patches shall be centered on the sleeve one inch below the top of the sleeve.

m. Raincoat and hat cover

- 1) Issued raincoat and hat cover may be worn as needed. The hat cover will only be worn during inclement weather.

n. Uniform Hat

- 1) The police issued uniform hat shall be neat and clean. When in uniform, officers shall wear the uniform hat while attending formal ceremonies such as parades and funerals. At other times, the wearing of the uniform hat is optional.
- 2) The badge shall be fastened appropriately to the front of the hat and centered vertically. The hat shall be worn squarely on the head with the outer edge of the brim on a line across

the top of the eyelid with no frontal hair showing underneath the brim.

o. Baseball Style Hat

- 1) Officers are issued a baseball style hat with a uniform appearance. This hat may be worn with the Class B uniform only.
- 2) The baseball style hat shall be kept neat and clean. No alterations, embroidery or other insignia such as pins, etc.... may be added to the hat. The hat bill shall not be modified.
- 3) The baseball style shall be worn squarely on the head inside the ears with the bill facing forward and level or at a slight downward angle.
- 4) The baseball style hat shall not be worn in court. Officers should consider removing the hat when inside a building.

p. Gloves

- 1) Gloves may be worn during seasons when considered appropriate. Only black gloves are permissible. White gloves may be worn for directing traffic or on occasions such as parades, funerals, etc., as directed by the Chief of Police.

q. Mourning Bands

- 1) Officers shall wear a black mourning band across the department badge whenever a law enforcement officer is killed in the line of duty or as directed by the Chief of Police. The following mourning periods will be observed:
 - a) Lincolnton Police Department Officer - From the time of death until midnight on the 14th day after the death.
 - b) An officer from this or an adjacent county - From the time of death until midnight on the day of the funeral.
 - c) Funeral attendee - While attending the funeral of an out-of-region fallen officer.
 - d) National Peace Officers' Memorial Day (May 15)

- e) As directed by the Chief of Police or his/her designee.
 - r. Reflective Traffic Vest
 - 1) The reflective traffic vest shall be worn as a safety device when officers are involved in traffic control and lengthy traffic assignments such as ball games, traffic accident investigations, funerals, etc.
 - s. Accessories
 - 1) Officers shall adhere to the Personal Appearance Standards Policy (Policy 400-12) in regards to jewelry and other accessories that may be worn with the uniform.
 - t. The Captain shall determine when Patrol officers are to wear short or long sleeve shirts. K-9 officers and Down Town officer may be permitted to wear a different uniform than field Patrol officers.
 - u. Any question concerning details of uniform dress or personal appearance that is not covered by the Department policy manual shall be decided by the Chief of Police.
2. Lost, Damaged, Worn Out Uniforms
- a. Officers who lose any portion of their uniforms shall immediately report such loss in writing to their supervisor.
 - b. The supervisor shall investigate the loss. If the employee is found to be not negligent, the Department will replace the missing article. Should the employee be found negligent, the employee would be responsible for replacing the missing article.
 - c. Uniforms damaged, destroyed or worn out in the line of duty will be repaired or replaced by the Department. Officers wishing to have damaged or worn out articles repaired or replaced must first turn in the article to the supervisor.
 - d. Uniforms damaged or destroyed through negligence or abuse shall be repaired or replaced by the officer responsible.

III. Uniform Equipment

A. Required Equipment for Uniform Officers:

1. Duty belt (to include inner belt if required)
2. Belt keepers (if needed)
3. Holster with approved weapon
4. Extra Magazine(s) and holder(s)
5. Handcuffs and case
6. Radio and Holder
7. Asp Baton and holder
8. OC Spray and holder
9. Taser and holder

B. The equipment shall be kept clean. Officer's keys and flashlight holder may be worn attached to the duty belt.

IV. Other Equipment

A. Personal Equipment

1. Officers wishing to carry their own equipment in addition to that issued by the Department, such as tape recorders, personal weapons, etc. shall obtain approval from the Chief of Police or his designee.
2. This request for approval shall be written, stating the type of equipment the officer wishes to carry and the reason for carrying the equipment.
3. Small miscellaneous items such as accident templates shall not qualify under the supplemental equipment concept.
4. Officers having questions regarding which equipment qualifies should confer with the Chief of Police or his designee.

B. Firearms

1. Approved Weapons and Ammunition - Appropriate ammunition, holsters, or other carry devices will be supplied or approved by the Chief of Police for all primary weapons. The official Department handgun shall be a Glock 19 (9mm cal.) semi-auto. For secondary and off-duty use, any quality handgun and ammunition commonly accepted for law enforcement duty and off-duty use that is approved by the firearms instructor is acceptable.

Ammunition used by officers choosing to carry a personally owned handgun must be purchased by the officer. Before purchasing handguns and/or ammunition, officers should direct any questions to the Department Firearms Coordinator. As with Department-issued firearms and ammunition, officers will be tested on the handling of firearms not issued by the Department and will be required to qualify both day and night before being approved to carry. Modifications or accessory items are prohibited unless specifically approved by the Chief of Police and declared safe by a Department Firearms Instructor. At no time will officers carry a firearm without also having in their possession their police identification and their North Carolina Driver's License, unless specifically approved by the Chief of Police and in the performance of duty. All firearms carried or used by an officer must be registered with the Department Firearms Coordinator by make, model, and serial number, including any firearm to be carried by the officer in a concealed manner while off-duty.

2. Carrying Firearms Off-Duty - Officers are encouraged, but not required, to carry a firearm while off-duty within the Department's jurisdiction. An officer who elects not to carry a firearm while off-duty will not be subject to disciplinary action following a situation in which police action could have been taken if he/she had been armed. The only exception is that off-duty officers are required to carry an approved weapon while operating a marked Department vehicle. Officers who have not completed the Field Training Program will not carry firearms off-duty unless they possess a valid North Carolina Concealed Carry Permit issued prior to their employment with the Department. Officers carrying off-duty or secondary weapons will comply with all applicable state laws and Departmental directives concerning their use as if on-duty. Secondary weapons will not be carried in a conspicuous fashion or worn in any manner visible to the public. Secondary weapons must be carried in a Department-approved holster or carrying system and must remain secured while performing physical activity.
3. Carrying Concealed Weapons- In compliance with North Carolina General Statute 14-269, while on-duty or off-duty, officers are permitted to carry a concealed weapon. Officers may not carry a concealed weapon in an area declared as a state of emergency unless directly involved in the situation in an official capacity. Officers may not carry concealed weapons while consuming or under the influence of alcoholic beverages. Officers will wear concealed handguns in a manner that hides them from public view. Officers working in a plain-clothes assignment will carry their handgun on their person at all times while on duty or while operating any police vehicle. Officers working in plain clothes may be permitted to carry their handgun in an alternate fashion if approved by the Chief of Police.

C. Other Firearms

1. Shotguns

- a. All vehicles assigned to the Patrol Division shall be equipped with Department issued Remington model 870 pump shotguns. It will be the responsibility of the officer to ensure that the vehicle is equipped with a shotgun and that it is properly loaded. The officer will check the ammunition before loading to determine that it is the correct gauge and in good condition. While on-duty, the officer will not have a round loaded in the chamber. A round will be chambered only if a need to fire quickly is anticipated and, if possible, outside of any dwelling or vehicle. The shotgun's safety will be on whenever a round is chambered. Any defects or problems shall be reported to the supervisor. Unless carried in an approved mobile shotgun locking device, an officer's issued shotgun will remain in the trunk of the vehicle at all times except when it is removed for cleaning, for active field use, or when the vehicle is left for maintenance or repair. The officer will maintain control of the shotgun at all times while it is in his/her possession. During inclement weather, the officer will take every precaution to keep the shotgun clean, dry, and properly maintained. The officer will always treat a shotgun as if it is loaded, carrying it at high point, with the safety on. The shotgun should not be carried by the muzzle end. The shotgun should be unloaded with the safety on and the breech open before cleaning or being handed to another officer. Modifications or accessory items are prohibited unless specifically approved by the Chief of Police and declared safe by a Department Firearms Instructor.

2. Rifle

All vehicles assigned to the Patrol Division shall be equipped with Department issued Rifle. It will be the responsibility of the officer to ensure that the vehicle is equipped with a rifle and that it is properly loaded. The officer will check the ammunition before loading to determine that it is the correct caliber and in good condition. While on-duty, the officer will not have a round loaded in the chamber. A round will be chambered only if a need to fire quickly is anticipated and, if possible, outside of any dwelling or vehicle. The rifle's safety will be on whenever a round is chambered. Any defects or problems shall be reported to the supervisor. Unless carried in an approved mobile rifle locking device, an officer's issued rifle will remain in the trunk of the vehicle at all times except when it is removed for cleaning, for active field use, or when the vehicle is left for maintenance or repair. The officer will maintain control of the rifle at all times while it is in his/her possession. During inclement weather, the officer will take every precaution to

keep the shotgun clean, dry, and properly maintained. The officer will always treat a rifle as if it is loaded, carrying it at high point, with the safety on. The rifle should not be carried by the muzzle end. The rifle should be unloaded with the safety on and the chamber open before cleaning or being handed to another officer. Modifications or accessory items are prohibited unless specifically approved by the Chief of Police and declared safe by a Department Firearms Instructor.

D. 1033 Equipment

1. Lincolnton Police Department participates in the Federal Law Enforcement Support Office 1033 Program through the North Carolina Department of Public Safety Law Enforcement Support Services Program. Under this program the Lincolnton Police Department may receive surplus equipment from the Federal Government.
2. The Captain or his designee is responsible for issuing and procuring equipment through the 1033 Program.
3. Equipment issued to individual officers under the LESO Program will be documented on a Statement of Physical Custody of 1033 Program Property form.
4. The assigned officer is responsible for physically inspecting the assigned equipment every 90 days to insure the equipment is function properly.

E. Prohibited Equipment

1. Slapjacks
2. Brass Knuckles
3. Sap Glove(s)
4. Black Jacks
5. Other equipment not approved by the Department

IV. Separation from the Department

1. Member separating from the Department shall turn in all issued equipment. Separation from the Department shall include leave of absence (military leave an exception), resignation, retirement, suspension or termination.

LINCOLNTON POLICE DEPARTMENT **POLICY NUMBER 420-01**
POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

<i>Subject</i> Police Vehicle Operations and Take Home Program		<i>Effective Date</i> May 1, 2021	<i>Policy #</i> 420-01
<i>Distribution</i> All Personnel	<i>Order Category</i> Vehicles	<i>Special Instructions</i> Rescinds Previous	

Department Policy

It is the policy of the Lincolnton Police Department to maintain vehicles that are reliable and present a professional image for the Department. As part of this policy, Department officers are expected to operate Department vehicles in a safe manner.

I. Police Vehicle Standards

- A. All police vehicles shall be in mechanically safe condition in order to be used for a law enforcement purpose. Minor items such as a burnt out highlight, taillight, etc. shall not eliminate the vehicle from use but the defective item should be corrected as quickly as possible.
- B. All vehicles used for patrol duty should be equipped at a minimum with:
 - 1. Operational emergency lights and siren
 - 2. Mobile radio transceiver
 - 3. Shotgun with ammunition
 - 4. Fire extinguisher
 - 5. Measuring device
 - 6. Traffic paint
 - 7. Properly working safety belt restraining system
- C. Vehicles designated for Patrol Sergeants should contain, at a minimum, the following additional equipment:
 - 1. Vehicle unlocking device
 - 2. Leg irons
 - 3. Crime scene tape
 - 4. Fingerprint kit
 - 5. Additional measuring devices
 - 6. Jack
 - 7. Four-way lug wrench
- D. Vehicles designated for Patrol Lieutenants should contain, at a minimum, the following equipment in addition to the above:
 - 1. Prisoner restraint devices
 - 2. Cylume sticks
 - 3. Tool kit

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

- E. Any items missing and not working should be replenished, replaced or repaired as quickly as possible.

II. Police Vehicle Take Home Program**A. Assignment**

1. The Police Vehicle Take Home Program is a privilege extended to Police Department officers who live within Lincoln County, Catawba County, Cleveland County, Gaston County or Mecklenburg County. This limit will not apply to officers hired prior to January 1, 2015 unless they move further away than their current residence.
2. Officers are prohibited from using addresses other than their own residences for take home vehicle purposes without prior approval from the Chief of Police or Captain.
3. The Captain will be responsible for assigning all vehicles.
4. When an assigned vehicle is out of service for an extended time due to repairs, supervisors may make arrangements for a spare vehicle to be used. All officers using a spare vehicle will be responsible for all equipment and inspections for the spare vehicle.
5. Each officer upon being assigned a take home vehicle must complete a "Vehicle Take Home Acknowledgement Form". The "Vehicle Take Home Acknowledgement Form" must be completed in the presence of the Officer's immediate supervisor and Captain.
6. Probationary officers will not be assigned a take home vehicle until their six month review is completed unless approved by the Chief of Police or Captain.

B. Authorize Uses

The department will maintain a high visibility of police vehicles in and around the City as a deterrent to crime and will provide the maximum availability of police vehicles in order to respond to crimes in progress and other emergencies. All vehicle operations will be in accordance with NCGS 14-247 through 14-252. Assigned police department vehicles are official police equipment intended solely for official law enforcement duties.

1. Assigned police vehicles may be driven to and from:

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

- a. An officer's residence and the Police Department or other designated reporting station for regular duty hours.
- b. An officer's residence and court, when the officer is scheduled or subpoenaed to appear as a result of official police action and /or when authorized by their supervisor for a specific law enforcement purpose.
- c. An officer's residence and a car wash or maintenance facility to service the vehicle.
- d. An officer's residence and approved training.
- e. An officer's place of supplemental employment when that employment is law enforcement related, in accordance with Lincoln TON Police Department's Policy # 200-11 (Off Duty Employment)

C. Operation Guidelines

- 1. Officers operating marked or unmarked police vehicles, on or off-duty, are required to stop and render assistance, apprehend violators of serious crimes, and /or summon on duty officers.
- 2. Prior to operation, officers will inspect the vehicle for damage and ensure that all equipment is present and operable. Damaged or missing equipment must be reported immediately to the employee's supervisor.
- 3. Prior to beginning of their shift, Officers will complete a Vehicle Inspection Form indicating any damage or missing equipment on the form. Officers will also complete the necessary work order to have vehicle repaired. The form will be turned in to the employee's supervisor.
- 4. Supervisors will inspect assigned vehicles in accordance with Lincoln TON Police Department Policy #200-18 (Inspectional Services).
- 5. Officers are to return their assigned vehicle and keys to the Captain or his/her designee before or on the effective date of their job reassignment or termination of employment with the department.

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM**D. Security/Parking**

1. Officers will consider the security of their assigned vehicle and the equipment within when parking their vehicle at their residences. Officer shall keep their vehicles secure at all times.

E. Maintenance

1. Officers are responsible to make sure their vehicles receive regular maintenance and the reporting of any problems or damage to their assigned vehicle.
2. Officers will follow the Lincoln TON Police Department's maintenance schedule for the make and model of their assigned vehicle.
3. Employees will ensure that both the interior and exterior of the assigned vehicle will be maintained to present and professional appearance.

F. Restrictions

1. Officers will not alter the body, general design, appearance or markings of the vehicle; use fuel, oil, lubrication or other liquid other than those authorized by Lincoln TON City Garage; or make /have any repairs to the vehicle without prior authorization of the Captain.
2. Officers will not add, move, or remove equipment mounted in the vehicle without prior authorization of the Captain.
3. Officers will not transport unauthorized persons in their assigned vehicle without prior authorization from the Captain.
4. Officers will not operate any law enforcement vehicle while consuming alcohol or while alcohol remains in the officer's body.
5. Officers on suspension or investigatory suspension, for any reason, will not be allowed to operate their assigned vehicle without the authorization of the Chief of Police or Captain.

G. Violations

1. Take home vehicle privileges may be suspended at any time by the Chief of Police or Captain for violations of

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

Department Policy or laws.

2. Supervisors may suspend their subordinate's take home vehicle privileges for up to one week without prior authorization for violations of policy or law. The Chief of Police and Captain should be notified in writing through the chain of command for the reason for this action and any request for longer suspension of privileges.

H. Suspension of Privileges

1. Minor violations such as failing to keep a vehicle clean should be handled with at least two warning before suspending privileges.
2. Most minor violations will use the following progression:
 - a. The first violation of this policy will result in the officer receiving a warning.
 - b. The second violation of this policy will result in the officer receiving a warning
 - c. Third and subsequent violations will result in the officer losing his or her vehicle take home privileges for a time to be determined by the Chief of Police or Captain for up to one year depending on the severity of the offense.
4. Major violations may result in the immediate suspension or termination of privileges.
5. Officers that receive a year suspension of take home vehicle privileges may request a reinstatement after six months. This request must be made in writing to the Captain.

III. **Police Vehicle Check Out**

Officers not assigned a take home vehicle will check out a spare police vehicle

- A. Before beginning their tour of duty officers shall complete a Vehicle Inspection Report. Any equipment that is found to be damaged, inoperable, or missing shall be noted on the inspection report and the Shift Supervisor shall be notified. The Shift Supervisor shall ensure that supplies are replenished when necessary.
- B. If during the inspection damage is discovered or equipment is found

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

not to be working properly, a determination shall be made by the officer as to the vehicle's suitability for patrol duty. The standard of judgment to be used will be based upon safety and appearance.

- C. Vehicles needing repairs or service between the hours of 8:00 a.m. - 5:00 p.m. should be taken to the City of Lincoln Garage. All requests for repairs or service should be documented on a work order at the time the vehicle is taken to the garage. Repairs and service needs after 5:00 p.m. should be referred to the Shift Supervisor.
- D. Vehicles deemed to be suitable are to be used for patrol duty. Vehicles deemed not suitable shall not be used and the shift supervisor will find a replacement.
- E. All cases of new damage shall be documented by a written report before the end of tour, by the officer discovering the damage.
- F. All police vehicles shall be operated in compliance with all traffic laws and regulations in a safe and proper manner.
- G. All occupants shall wear the safety belt restraining system while the vehicle is in motion.
- H. All vehicles will be secured and doors locked when left unoccupied.
- I. No vehicle should be left running and unattended with the exception of a police K-9 Unit.

IV. Damage to Police Vehicle Due to Accidents

In the event of an accident involving a Department vehicle, the officer operating the vehicle shall do the following:

- A. Immediately report the accident to Communications.
- B. Request that the Shift Supervisor be notified immediately.
- C. The shift supervisor will be assigned to conduct an accident investigation.
- D. If the officer is involved and not injured, he/she should manage the accident scene and maintain order. This shall include, but not be limited to, caring for injured persons, summoning medical aid, restoring the flow of traffic, contacting witnesses, etc. Civilian officers should not attempt any actions for which they are not trained.

POLICE VEHICLE OPERATIONS AND TAKE HOME PROGRAM

- E. If the officer is injured or if electric lines are down across the vehicle, he or she should remain in the patrol vehicle until EMS arrives (except in cases where circumstances may pose a greater risk).
- F. The shift supervisor called to the scene shall insure that the accident scene is properly managed, that any hazards or conditions that caused the accident are removed. All reports shall be completed and if possible should contain information listing the cause of the accident and recommendation(s) for prevention.
- G. All accidents involving Department vehicles will be reviewed by the officer's supervisor. Depending on the circumstances of the case, an Internal Affairs investigation may follow. All department vehicle accidents that involve other vehicles of the motoring public or damage to non-city property will be investigated by the North Carolina Highway Patrol.

(R-03-21)

Resolution Authorizing the Local
ABC Board to Set Aside a Portion
of Remaining Gross Receipts as
a Fund for Specific Capital
Improvements

(R-03-21)

**A RESOLUTION AUTHORIZING THE LOCAL ABC BOARD
TO SET ASIDE A PORTION OF REMAINING GROSS RECEIPTS
AS A FUND FOR SPECIFIC CAPITAL IMPROVEMMENTS**

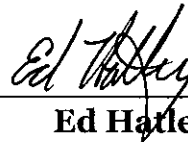
WHEREAS, the City of Lincolnton, having received a request from the Lincolnton ABC Board, has considered the need for specific capital improvements; and

WHEREAS, with approval of the appointing authority for the board, the local board may set aside a portion of the remaining gross receipts as a fund for specific capital improvements; and

WHEREAS, the Lincolnton City Council did, at is March 4th , 2021 city council meeting, approve a minimum contribution of \$110,000 to the City of Lincolnton of the remaining gross receipts for two years from the ABC Board, to pay capital costs resulting from the purchase of a second ABC store within the city limits.

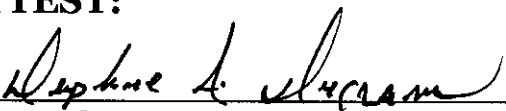
NOW THEREFORE, BE IT RESOLVED that the Lincolnton City Council supports the efforts of the Lincolnton ABC Board to set aside a portion of remaining gross receipts as a fund for specific capital improvements, agreeing to accept a minimum contribution of \$110,000 each year, for the next two years.

This 12th day of March, 2021



Ed Hatley, Mayor

ATTEST:


Daphne Ingram, City Clerk

(R-04-21)

Resolution in Support of H.B.
257 that will Potentially Reduce
the Amount Lincolnton
Ratepayers Contribute to the
Catawba Nuclear Station
Decommissioning Fund

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Christine Poinsette
Roby Jetton



CITY MANAGER
Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
d Ingram@lincolntonnc.org
CITY ATTORNEY
Thomas J. Wilson, Jr.

(R-04-21)

**RESOLUTION SUPPORTING H.B. 257 TO POTENTIALLY REDUCE THE AMOUNT THAT
LINCOLNTON RATEPAYERS CONTRIBUTE TO THE CATAWBA NUCLEAR STATION
DECOMMISSIONING FUND**

WHEREAS, House Bill 257 was just introduced in the N.C. House of Representatives and will significantly benefit Lincolnton; and

WHEREAS, H.B. 257 will potentially reduce the amount that Lincolnton ratepayers contribute to the Catawba Nuclear Station decommissioning fund by allowing the power agency to invest the fund through the state's existing Ancillary Governmental Participant Investment Program (AGPIP) managed by the State Treasurer; and

WHEREAS, a recent analysis estimates that with the new, lower earnings assumptions projected for the fund as currently invested, the required increase in contributions by ratepayers in Lincolnton and 18 other North Carolina municipalities could result in a 6% wholesale rate increase to NCMPA1 member cities and towns; and

WHEREAS, investing through the AGPIP fund could enable lower electric rates – as much as an 8% decrease in wholesale rates – to the 19 communities (assuming current assumptions of revenue, costs, and projected and actual market returns hold true); and

WHEREAS, House Bill 257 has the full support of the North Carolina Municipal Power Agency No. 1 Board of Commissioners and ElectriCities of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincolnton, North Carolina that we support House Bill 257 and urge our Representative to do the same.

Adopted the 12th day of March, 2021

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

ITEM #

3

PUBLIC HEARINGS

ITEM #

3a

CZ-1-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

SUBJECT: CZ-1-2021 Request for rezoning of approximately six acres from PB and RMF to PRD from Workforce Solutions

DATE: April 1, 2021

SITE AND AREA DESCRIPTION

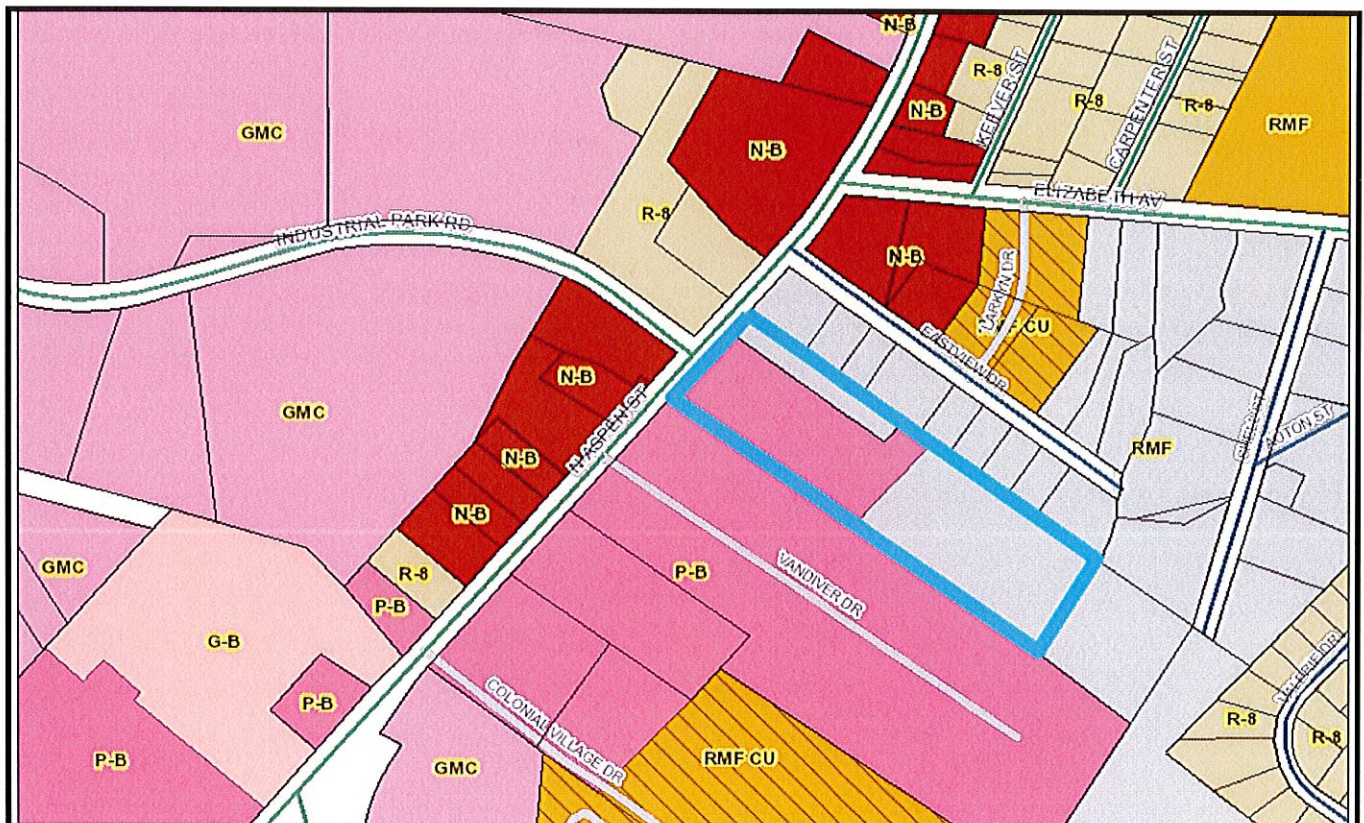
The applicant is requesting a conditional rezoning from PB (Planned Business) and RMF (Residential Multi Family) to Planned Residential Development (PRD) in order to allow a multifamily residential development consisting of 72 units.

The subject property consists of two (2) lots located at 2350 North Aspen Street (Parcel ID 21600 and 21599). The property currently is developed with two single family dwellings.

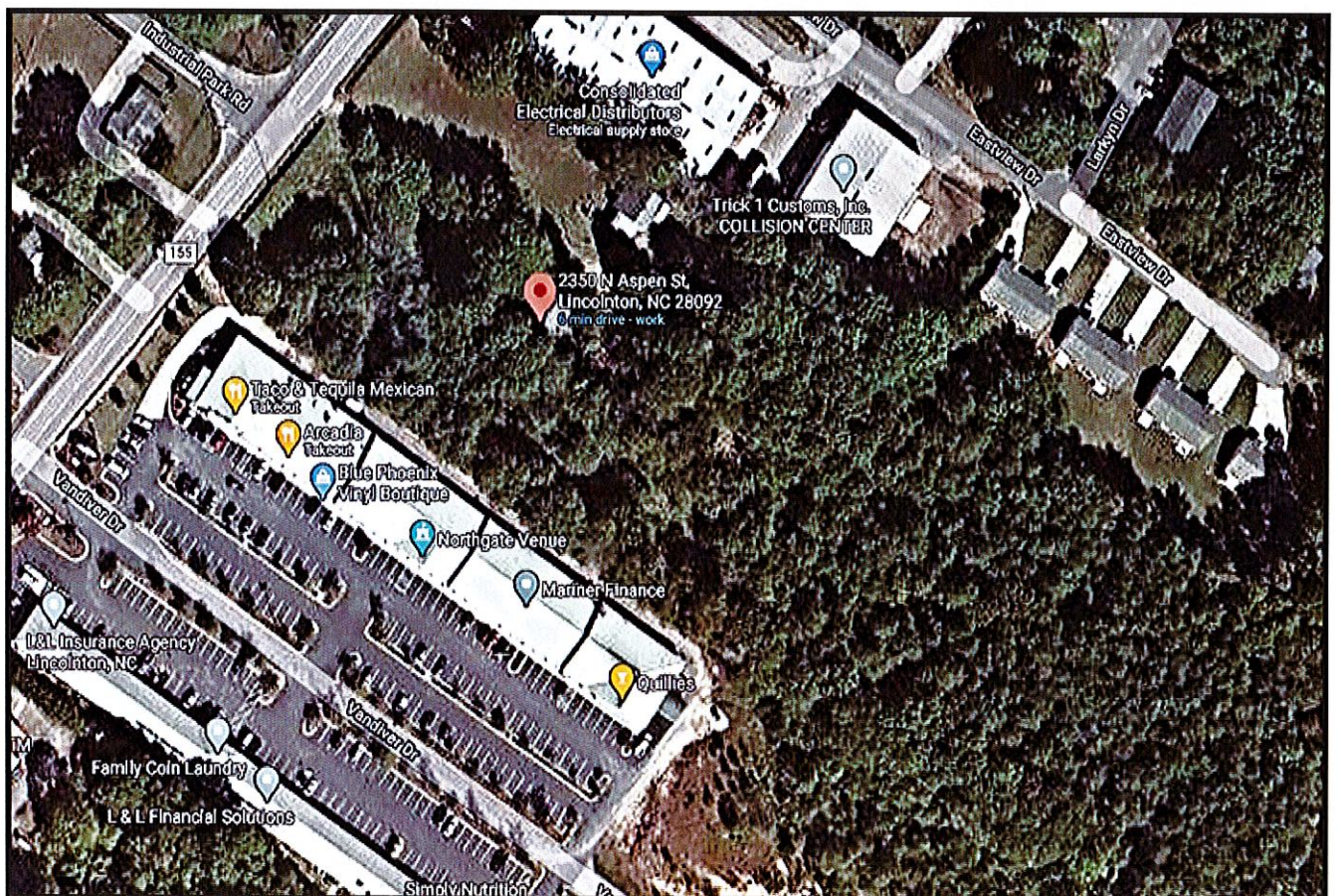
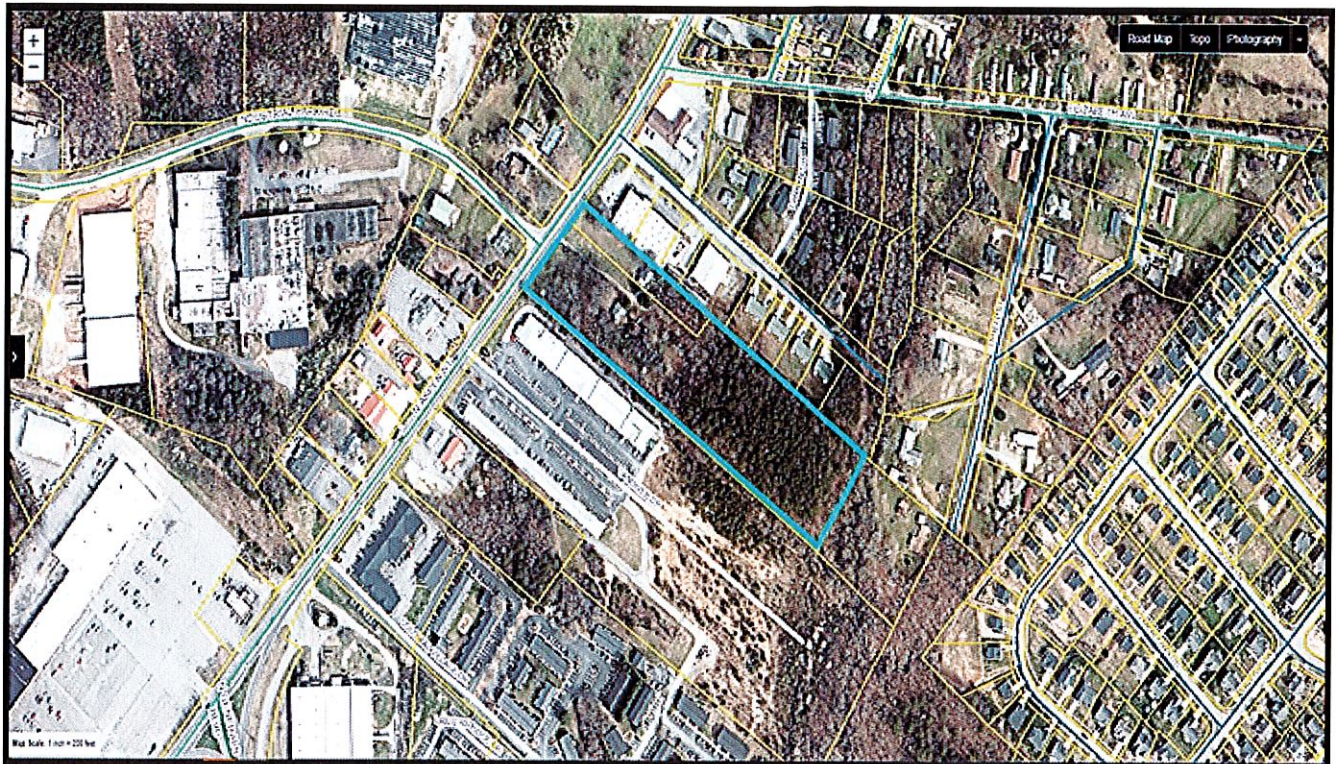
The majority of the site is located outside of the city limits but within the ETJ. A small portion of the site is located in the city limits.

The adjacent properties are primarily commercial or multifamily with several single family dwellings in the vicinity. Zoning around the site is a mixture of commercial and residential.

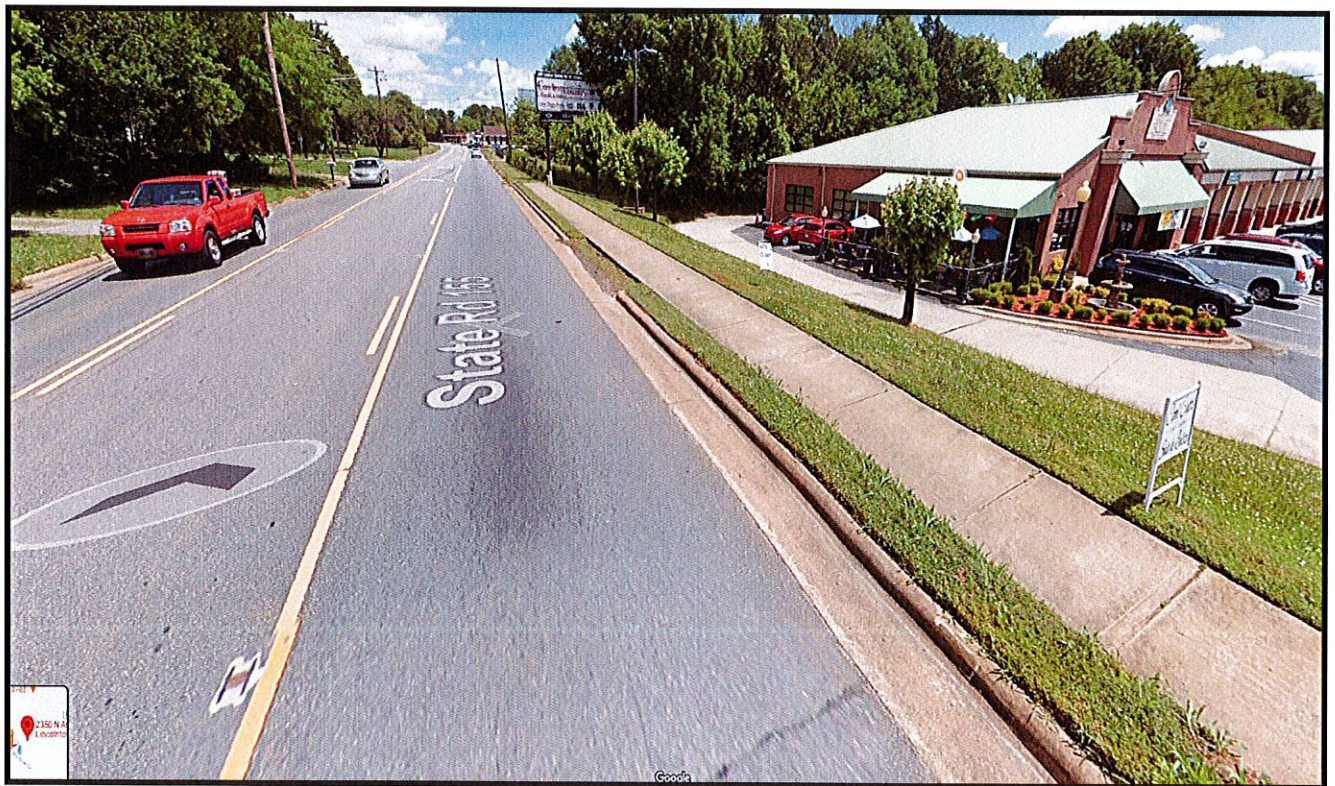
CURRENT ZONING MAP



AERIAL VIEWS

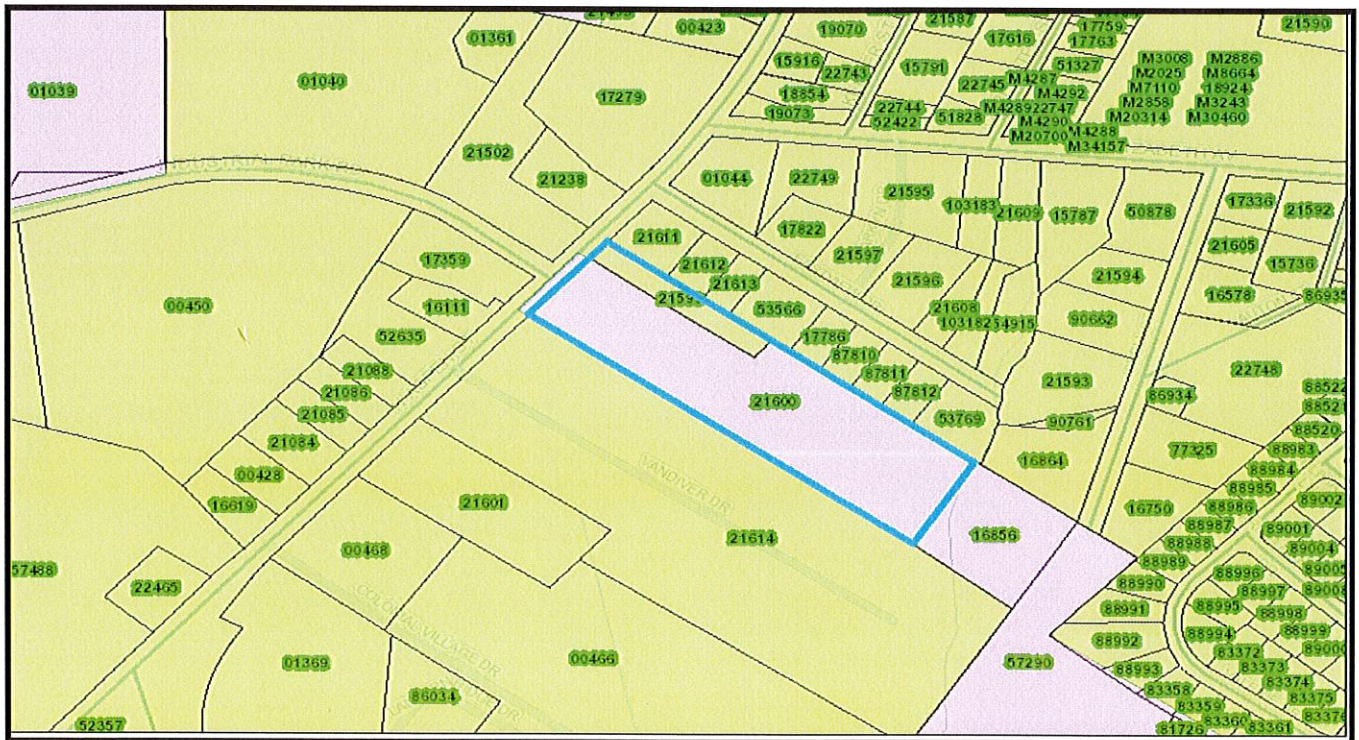


STREET VIEWS



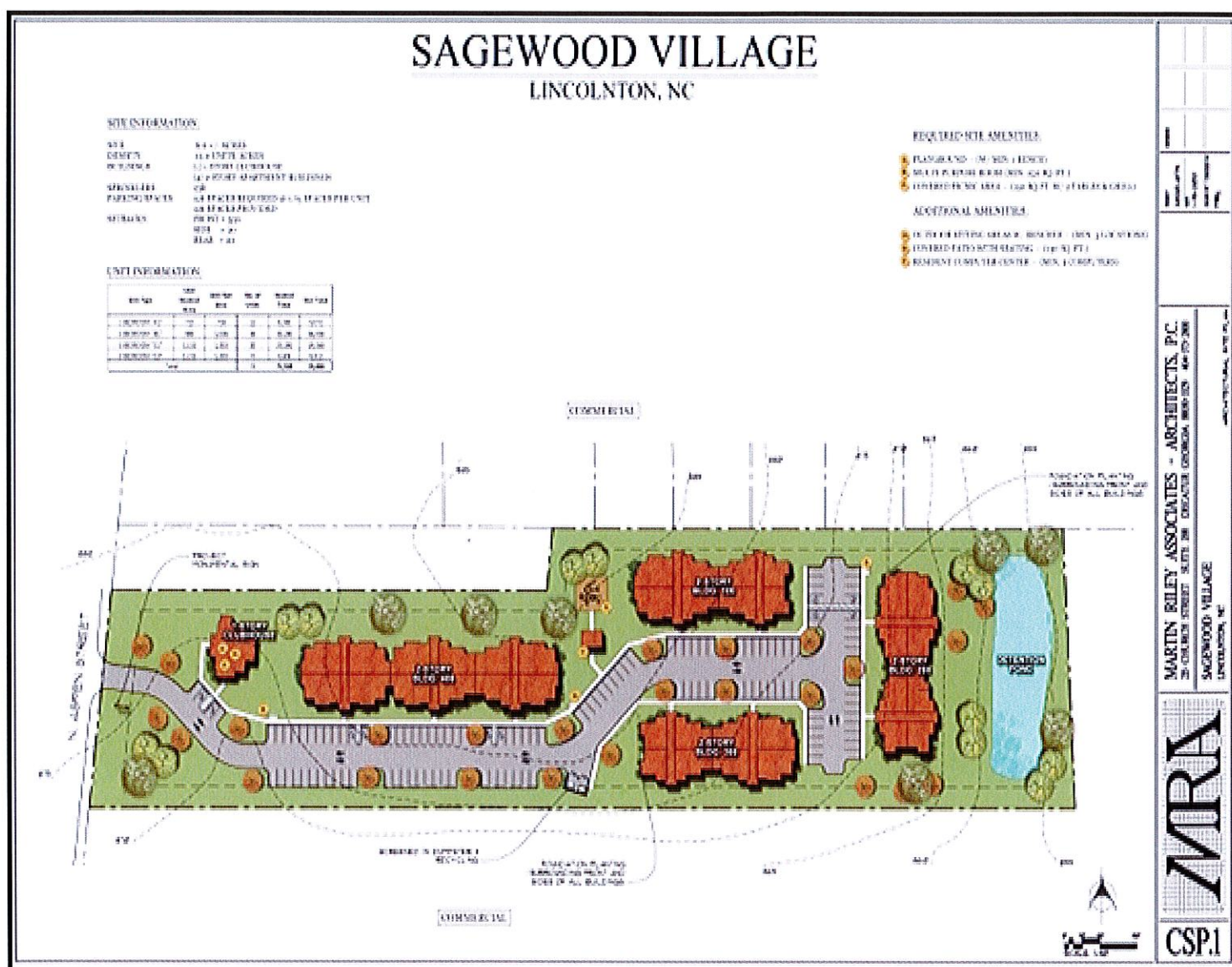


CITY LIMITS / ETJ BOUNDARY MAP



PROJECT DETAILS

- The project is approximately six (6) acres in size with 12 units per acre for a total of 72 units.
- There will be one entrance into the site from North Aspen Street.
- There will be four (4) two-story multifamily buildings, a one story clubhouse, and site amenities including a playground, picnic area, covered patio, and sitting area with benches.
- The applicant's site plan is below.



LAND USE PLAN

The Land Use Plan shows the property in the Mixed Use Residential Commercial Planning area. The rezoning of the property to the Planned Residential Development (PRD) district is consistent with the land use plan in staff's opinion.

CONDITIONAL ZONING

Because this is a proposed rezoning to a conditional zoning district, if the request is approved, the property could only be used for the specified use in accordance with the approved site plan. Any major modification or change in use would require approval by the City Council through a public hearing process.

STAFF REVIEW COMMITTEE

The Staff Review Committee had the following comments:

1. Prior to final approval, an engineered plan meeting all requirements for planned residential development and UDO requirements must be submitted to and approved by staff.
2. A maximum of 70% of the site can be impervious surface, due to water supply watershed restrictions. Detailed calculations must be given.
3. A sidewalk constructed to City of Lincoln specifications must be constructed along the entire frontage along North Aspen Street.
4. The City Utility Department is requiring a master meter for the project and the property owner will be responsible for all utility lines within the project boundaries and to the tap.
5. The applicant will be responsible for making the utility tap.
6. The sewer line located adjacent to the detention pond needs to have 20 foot of separation between the line and the pond.
7. City Fire Inspector will need to review and approve all plans prior to development.
8. Detailed landscaping and screening plan will need to be provided.
9. NCDOT driveway permit required, access should line up with Industrial Park Road, need to utilize a street type connection with a minimum 30 foot radii., encroachment agreement may be needed for sidewalks and utility connections, and proposed monument sign should be outside of 10' x 70' sight triangles.
10. Erosion control plans must be submitted and approved by Lincoln County Soil and Erosion prior to development.
11. Building plans must be submitted and approved by Lincoln County Inspection prior to development.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following actions:

- approval of the request for rezoning from PB and RMF to the Planned Residential Development (PRD) district subject to the staff review committee comments being made conditions of approval,
- approval of the statement of consistency for approval of the rezoning request, and
- the rezoning being effective upon receipt by the Zoning Administrator of written agreement from the applicant and property owner with the conditions of approval.

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for APPROVAL of Application

Case No. CZ-1-2021

Applicant: Workforce Solutions

Parcel ID#: 21600 and 21599

Location: 2350 North Aspen Street

Request: Rezone from PB and RMF to PRD for the use of the property for 72 multifamily units

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential Commercial Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for DENIAL of Application

Case No. CZ-1-2021

Applicant: Workforce Solutions

Parcel ID#: 21600 and 21599

Location: 2350 North Aspen Street

Request: Rezone from PB and RMF to PRD for the use of the property for 72 multifamily units

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. However, the proposed use is not viewed as desirable in the area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

MOTION FOR PUBLIC HEARING

1. Motion to approve as recommended by Planning Board **or**
2. Motion to deny.

ITEM #

3b

CZ-2-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

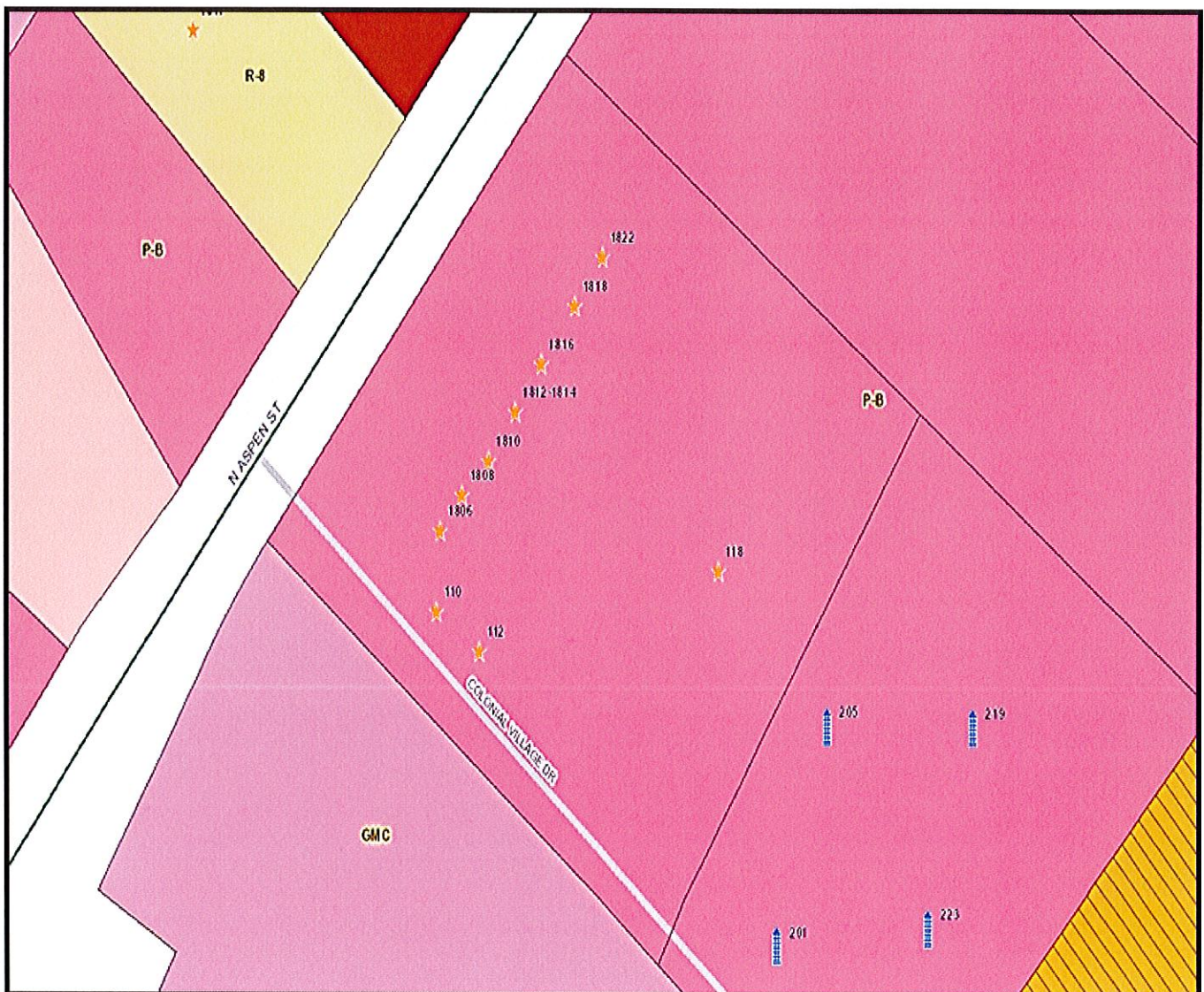
SUBJECT: CZ-2-2021, Request for rezoning from PB to HC(CD) from Lance Herman

DATE: April 1, 2021

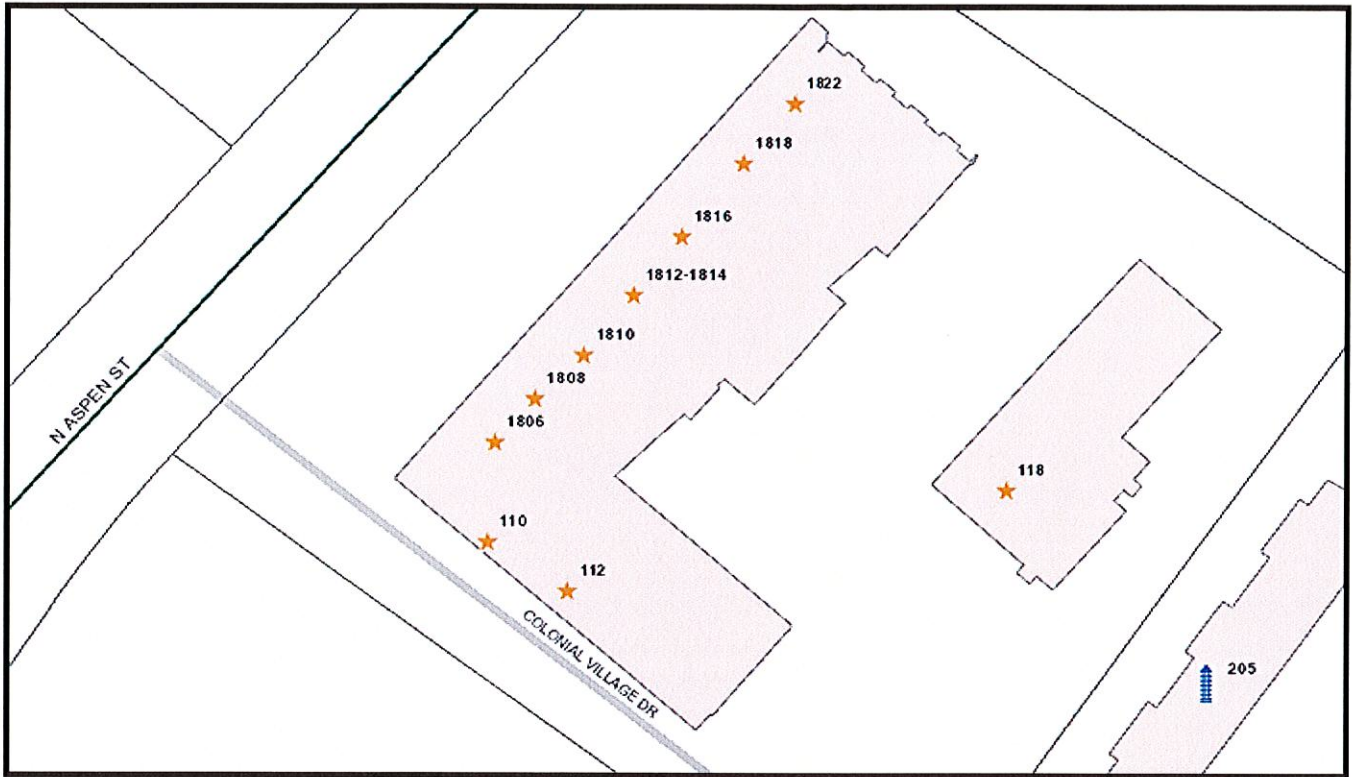
SITE AND AREA DESCRIPTION

The applicant is requesting a conditional rezoning from PB (Planned Business) to HC(CD) (Highway Commercial Conditional District) in order to allow a tattoo studio at 1818 North Aspen Street in the Colonial Village Shopping Center (Parcel ID 00468). The site is a 900 square foot commercial space located within the shopping center and has been used for various retail and service uses over the years. The site has ample parking and is surrounded by commercial and multifamily uses. No changes will be made to the exterior of the site.

CURRENT ZONING



AERIAL VIEWS



STREET VIEWS





LAND USE PLAN

The Land Use Plan shows the property in the Mixed Use Residential Commercial Planning area. Rezoning of the property to the Highway Commercial (HC) district is consistent with the land use plan in staff's opinion.

CONDITIONAL ZONING

Because this is a proposed rezoning to a conditional zoning district, if the request is approved, the property could only be used for the specified uses in accordance with the approved conditional rezoning. Any major modification or change in use would require approval by the City Council through a public hearing process.

STAFF REVIEW COMMITTEE

The Staff Review Committee had the following comments:

- Use of the property to be limited to a tattoo studio, office or commercial uses as allowed in the PB district.
- Building plans must be approved by Lincoln County prior to issuance of building permits.
- Fire code requirements must be reviewed and approved by the Fire Marshal.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following actions:

- approval of the request for rezoning from PB to HC(CD) subject to the staff review committee comments being made conditions of approval,
- approval of the statement of consistency for approval of the rezoning request, and
- the rezoning being effective upon receipt by the Zoning Administrator of written agreement from the applicant and property owner with the conditions of approval.

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for APPROVAL of Application

Case No. CZ-2-2021

Applicant: Lance Herman

Parcel ID#: 00468

Location: 1818 North Aspen Street

Request: Rezone from PB to HC(CD) to allow a Tattoo Studio

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential Commercial Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

Zoning Amendment
Staff's Proposed Statement of Consistency and Reasonableness
for DENIAL of Application

Case No. CZ-2-2021

Applicant: Lance Herman

Parcel ID#: 00468

Location: 1818 North Aspen Street

Request: Rezone from PB to HC(CD) to allow a Tattoo Studio

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Mixed Use Residential Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. However, the proposed use is not viewed as desirable in the area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

MOTION FOR PUBLIC HEARING

1. Motion to approve as recommended by Planning Board **or**
2. Motion to deny.

ITEM #

3c

(O-06-21)

Sidewalk Dining
Ordinance Amendment

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

SUBJECT: Request to Amend Sidewalk Dining Ordinance to Conform to State Legislation.

DATE: April 1, 2021

BACKGROUND

A review of the state statutes regarding sidewalk dining within state rights-of-way indicates the below revisions are necessary to the city's sidewalk dining ordinance

PROPOSED TEXT AMENDMENT

- Revision of the liability insurance provision,
- Addition of a hold harmless indemnity agreement provision,
- Maximum posted speed limit of 45 MPH on adjacent road,.
- City to obtain permission from NCDOT to permit the right-of-way of any federal-aid route on or off the National Highway System to be used for sidewalk dining,
- No permits to be issued for sidewalk dining on interstates,
- Restaurant operator and / or owner of the sidewalk dining operation is responsible for repairing any incidental damage to state right-of-way resulting from the operation of the sidewalk dining,
- City may impose additional requirements on a case-by-case basis and nothing in this ordinance requires the city to issue or maintain any permit for sidewalk dining activities if, in the opinion of the city, such activities cannot be conducted in a safe manner,
- City Manager to provide any updates to the ordinance to NCDOT,
- City Manager to maintain a list or database of all current permits and issued parties,

- City to meet any other requirement deemed necessary by NCDOT to safely allow sidewalk dining,
- Revision of the standards for sidewalk dining include:
 - o Tables and chairs to be at least six feet from any travel lane,
 - o Tables and chairs to leave clear at least five feet of unobstructed paved space of the sidewalk for the passage of pedestrians and to provide adequate passing space in compliance with ADA,
 - o Tables and chairs to not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilation areas, or ramps necessary to meet accessibility requirement under ADA, and
 - o Restaurant operator is to cease part or all sidewalk dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, or public building by NCDOT, the city or any other governmental entity or public utility.

ACTION REQUESTED

Approval of attached revised Sidewalk Dining Ordinance.

(O-06-21)
An Ordinance to Amend
the City of Lincolnton
Sidewalk Dining Ordinance
In Order To Comply With
North Carolina General Statutes

Section 1. Amend Chapter 114 of the City Code, Sidewalk Dining, as follows. Newly adopted language is underlined and **highlighted in yellow**. Language to be deleted is ~~struck through~~ and in ~~red font~~.

CHAPTER 114: SIDEWALK DINING

- 114.01 General
- 114.02 Permit required
- 114.03 Application
- 114.04 Issuance of permit
- 114.05 Alcoholic beverages
- 114.06 Denial
- 114.07 Terms and transfer
- 114.08 Permit suspension
- 114.09 Permit revocation

§ 114.03 APPLICATION.

Any business owner desiring to operate a sidewalk café shall prepare and file an application with the City Manager which shall contain the following information:

- (A) The name, addresses and telephone number of the business desiring to operate a sidewalk café;
- (B) The name, address and telephone number of the business operator;
- (C) The type of products to be sold and served at the sidewalk café;
- (D) The hours of operation of the business and the proposed hours of operation of the sidewalk café;
- (E) A site plan showing the section of sidewalk or pedestrian way to be used for the sidewalk café, and the section to be kept clear for pedestrian and fire lane use, and depicting the proposed placement of tables, chairs, umbrellas, trash receptacles and other furnishings on the sidewalk or pedestrian way;

~~—(F) Proof of an insurance policy, issued by an insurance company licensed to do business in the state, protecting the permittee and the city from all claims for damages to property and bodily injury, including death, which may arise from operation under or in connection with the permit. The insurance shall name the city as additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the city. The insurance shall afford minimum limits of \$1,000,000 aggregate annually. In addition to the aforesaid general liability coverage provided by permittee on behalf of city, the permittee shall also offer proof of a liquor liability policy or endorsement issued by an insurance company licensed to do business in the state, which protects the permittee and the city from all claims for damages to property or bodily injury, including death, which may arise from operation under or in connection with the permit (and specifically for the sale and consumption of alcoholic beverages as authorized by this chapter). Additional liquor liability policy or endorsement shall name the city as additional insured and shall provide that the policy or endorsement shall not terminate or be cancelled prior to the expiration date without 30 days written notice to the city. The liquor liability insurance policy or endorsement shall afford minimum limits of \$1,000,000 aggregate annually;~~

(F) Evidence of adequate liability insurance in an amount satisfactory to the city, but in no event in an amount less than amount specified under G.S. Sec. 160A-485 as the limit of the city's waiver of immunity or the amount of Tort Claim liability specified in G.S. Sec. 143-299.2, whichever is greater. The insurance shall protect and name the N.C. Department of Transportation (hereinafter referred to as the "Department") and the city as additional insureds on any policies covering the business and the sidewalk activities.

(G) A written agreement to indemnify and hold harmless the Department and the city from any claim resulting from the operation of sidewalk dining activities.

(G) (H) A copy of all the permits and licenses issued by the county, state or the city, including health and ABC permits ~~and business licenses,~~ if any, necessary for the operation of the business, or a copy of the application for the permit if no permit has been issued. This requirement includes any permits or certificates issued by the city or other governmental authority, for exterior alterations or improvements to the building;

(H) (I) A sworn statement describing any violation by the business operator of any laws, regulations or ordinances relating to the possession, sale, consumption or transportation of intoxicating beverages or controlled substances during the five years immediately preceding the date of the permit application;

(I) (J) Additional information as may be requested by the City Manager or his or her designee in order to determine compliance with this section; ~~and~~

(J) (K) An annual fee in the amount as set forth in the fee schedule to cover the cost of processing and investigating the application and issuing the permit, and

(L) Any other requirements deemed necessary by the Department or the city.

§ 114.04 ISSUANCE OF PERMIT.

No permit for the operation of a sidewalk café may be issued unless the application is complete and the following requirements are met.

(A) The sidewalk café must be associated with an operating business so that it is under the same management and shares the same preparation facilities, restroom facilities and other customer convenience facilities as the business. The sidewalk café must be operated under the same name as the business and may not be open or operated at any time when the business is not open for business.

(B) The operation of the sidewalk café must be clearly incidental to the associated business. The seating capacity of the sidewalk café may not be more than 50% of the interior seating capacity of the associated business.

~~—(C) The placement of tables, chairs and other furnishings as shown in the site plan must be done in a manner that at least five feet of unobstructed space (as measured from the building façade or, in the absence of a building façade, a straight line connecting the building façades) remains on the sidewalk or pedestrian way for the passage of pedestrians. No fire exits or lanes may be blocked and must remain clear at all times. The pedestrian passage may not be used for the display of merchandise or for portable signs otherwise authorized.~~

(C) Tables, chairs and other furnishings shall be placed a minimum of six feet from any travel lane.

(D) Tables, chairs, and other furnishings shall be placed in such a manner that at least five feet of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remains clear for the passage of pedestrians and provides adequate passing space that complies with the American with Disabilities Act.

(E) Tables, chairs and other furnishings shall not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilation areas, or ramps necessary to meet accessibility requirement under the Americans with Disabilities Act.

(F) The maximum posted speed permitted on the roadway adjacent to the right-of-way to be used for sidewalk dining activities shall not be greater than 45 miles per hour.

(G) The restaurant operator shall cease part or all sidewalk dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, or public building by the Department, the city, their agents or employees, or any other governmental entity or public utility.

~~(D)~~ (H) The business seeking to operate the sidewalk café must front on and open onto the sidewalk or pedestrian way proposed for the sidewalk café. The placement of tables, chairs and other furnishings may not extend beyond the sidewalk or pedestrian way frontage of the associated business, with the following exception: tables, chairs and other furnishings may extend up to eight feet onto adjacent property frontage in either or both directions with the written permission (provided at the time of application) of the occupant of the adjacent property.

~~—(E)~~ **(I)** The tables, chairs and other furnishings used in the sidewalk café shall not be anchored and shall be of a type of street furniture that is easily movable.

~~—(F)~~ **(J)** Except as elsewhere permitted by the code, the operation or furnishing of the sidewalk café shall involve no permanent alteration to or encroachment upon any street, sidewalk or pedestrian way or to the exterior of the associated business.

~~—(G)~~ **(K)** Each sidewalk café shall provide adequate trash removal for its patrons. At the end of each business day and during operating hours, the operator shall remove all trash and debris of any sort from the sidewalk area. In addition, the operator shall remove from the sidewalk alongside and abutting properties any trash or debris originating as a result of the operation of the sidewalk café.

~~—(H)~~ **(L)** Tables, chairs and other furnishings that remain on the sidewalk at times when the business is not in operation shall be secured in a manner that allows clear access from the street equal to or exceeding half of the frontage of the associated business.

(M) The city shall obtain permission from the Department to permit the right-of-way of any federal-aid route on or off the National Highway System to be used for sidewalk dining.

(N) No permits may be issued for sidewalk dining on any interstate route.

(O) The restaurant operator and / or owner of the sidewalk dining operation shall be responsible for repairing any incidental damage to state right-of-way resulting from the operation of the sidewalk dining.

(P) The city may impose additional requirements on a case-by-case basis and nothing in this ordinance requires the city to issue or maintain any permit for sidewalk dining activities if, in the opinion of the city, such activities cannot be conducted in a safe manner.

§ 114.10 COORDINATION WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

(A) The City Manager shall provide any updates to this ordinance to the Department.

(B) The City Manager shall keep and maintain a list or database of all current permits and issued parties that may be requested by the Department at any time. A copy of all paperwork and submitted documents shall be kept on hand and provided to the Department if requested.

(C) The City shall meet any other requirement deemed necessary by the Department to safely allow sidewalk dining.

Section 2. That this ordinance shall become effective upon its adoption.

ITEM #

4

REGULAR AGENDA

ITEM #

4a

CONTRACT

C-03-21

SECOND AMENDMENT TO CONTRACT OF LEASE

This Second Amendment to Contract of Lease (this “**Second Amendment**”) is entered into as of April 1, 2021 (the “**Second Amendment Effective Date**”), between Landlord and Tenant (each as defined in Section 1 of this Second Amendment). For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Definitions.** In this Second Amendment, the following terms have the following meanings:

- (a) **Landlord:** City of Lincolnton, a North Carolina municipal corporation
- (b) **Tenant:** Spectrum Southeast, LLC, successor in interest to Charter Communications, LLC, as successor in interest to Charter Communications II, LP.
- (c) **Lease:** Contract of Lease dated February 12, 1998, between Landlord and Tenant: as amended by First Amendment to Contract of Lease dated August 1, 2008 (“**First Amendment**”), as renewed by renewal notice dated November 9, 2017.
- (d) **Premises:** The real property described as that certain cement block building measuring approximately 14 ft. x 28 ft., and located on the lot at the southwestern corner of Lee Avenue and W. Church Street in Lincolnton, NC, together with any other portion of land necessary to run cable, utility and other communications lines from a public right-of way to the Land.
- (e) **Land:** The parcel or lot owned by Landlord located at the southwestern corner of Lee Avenue and W. Church Street in Lincolnton and upon which the Premises is situated.

Any capitalized term used in this Second Amendment, but not defined in this Second Amendment, has the meaning given such term in the Lease.

2. **Rent.** As of April 1, 2021 and continuing thereafter throughout the remainder of the current term, monthly rent (the “**Monthly Rent**”) for the Premises will be payable as follows:

PERIOD	MONTHLY RENT
April 1, 2021 – February 28, 2022	\$525.00
March 1, 2022 – February 28, 2023	\$535.50

Landlord agrees that Tenant may make its Monthly Rent payments via ACH transfer or any other form of direct deposit (and Landlord will provide Tenant with all bank instructions and other information needed for such ACH transfer or other direct deposit payment).

3. Complimentary Services. Landlord is currently receiving certain video, broadband, telecommunications, wireless or other services at three or more sites/outlets at no charge (“**Complimentary Services**”), and more particularly described in Section II of the Lease, in lieu of Monthly Rent for the Premises. Notwithstanding anything in the Lease to the contrary, as of March 31, 2021, at 5:00 p.m. prevailing local time the Complimentary Services will be terminated. Landlord acknowledges and agrees that the Monthly Rent set forth in Section 2 above includes compensation for the termination of the Complimentary Services, and Landlord will need to contact a Spectrum Customer Service Representative at 1-888-438-2427, prior to March 31, 2021, in order to subscribe to one or more services if Landlord desires to continue to receive services from Spectrum after March 31, 2021. Landlord will have no right to terminate the Lease, or seek any other remedy, compensation, or damages, based on the termination of Complimentary Services.

4. Assignment and Subletting.

(a) Notwithstanding anything in the Lease to the contrary, if Landlord does not consent or object in writing to any proposed sublease or assignment within 10 days after its receipt of Tenant’s request for consent, Landlord’s consent will be deemed given.

(b) Notwithstanding anything in the Lease to the contrary, Tenant has the right to sublet all or a portion of the Premises or to assign the Lease, without Landlord’s consent, to any of Tenant’s Affiliates (as defined below) or to any Communications Purchaser (as defined below). Any such subtenant or assignee will have a similar right to sublet all or a portion of the Premises or to assign the Lease, without Landlord’s consent, to any of Tenant’s Affiliates or to any Communications Purchaser. As used herein: (i) “**Tenant’s Affiliates**” means any person or entity that Controls (as defined below), is Controlled by, or is under common Control with, Tenant, or any successor entity resulting from a merger, acquisition, consolidation, reorganization, or other business combination by Tenant; (ii) “**Control**” (including its correlative form “**Controlled**”) means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and (iii) “**Communications Purchaser**” means any purchaser of all or a portion of the communications systems, equipment or business operations of Tenant or any of Tenant’s Affiliates located on or related to the Premises. Upon any assignment of the Lease as permitted by this Section, Tenant will be relieved of all obligations and liabilities arising under the Lease after the date of such assignment. No transfer or assignment of the stock of Tenant, or any ownership interest in Tenant, whether by sale, merger, reorganization, consolidation, exchange, or other means, will constitute an assignment of the Lease.

5. Default by Landlord. In the event of any default by Landlord in the performance of its obligations under the Lease, Tenant’s rights will include the following:

(a) If an event, condition or situation adversely affects the health, safety, or welfare of Tenant’s employees, customers, vendors, suppliers, guests, or invitees, or adversely affects

Tenant's ability to conduct normal business operations from the Premises (collectively, an "Emergency Default"), and if Landlord fails to commence a cure for such Emergency Default within one business day after receiving notice of such Emergency Default, or if Landlord fails to diligently pursue such cure to completion, then Tenant will have the right to exercise such self-help measures as may be reasonably necessary to cure such Emergency Default. Any costs and expenses so incurred by Tenant (plus a fee equal to 15% of the cost to cure such Emergency Default as an administrative fee) will be reimbursed by Landlord upon demand, or, at Tenant's option, deducted from any rent or other amounts due or becoming due for periods subsequent to the date that Tenant incurs such costs or expenses.

(b) If Landlord fails to cure any default not otherwise falling within clause (a) above within 20 days after written notice of such default, or if Landlord fails to diligently pursue such cure to completion, Tenant will have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to cure such default. Any costs and expenses so incurred by Tenant (plus a fee equal to 15% of the cost to cure such default as an administrative fee) will be reimbursed by Landlord upon demand, or, at Tenant's option, deducted from any rent or other amounts due or becoming due for periods subsequent to the date that Tenant incurs such costs or expenses.

(c) Without limiting anything in clauses (a) or (b) of this Section, if Landlord fails to cure any default within 30 days after receipt of written notice of such default, Tenant will have the right to terminate the Lease, without penalty, upon written notice to Landlord. Any such termination will be effective as of the termination date designated in Tenant's termination notice.

(d) Whether or not Tenant exercises its self-help right as provided in this Section, Monthly Rent will be abated from the date following expiration of the applicable cure period until the date the specified default is cured by Landlord.

6. Landlord's Insurance. At all times during the term, Landlord will carry and maintain commercially reasonable property insurance covering the Land and the Premises. Landlord shall also carry commercial general liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon request by Tenant, Landlord shall provide Tenant with a certificate of insurance evidencing Landlord's required insurance herein.

7. Hazardous Materials. Notwithstanding anything in the Lease to the contrary, Landlord will be responsible, at its sole cost and expense, for the remediation of, and will defend, indemnify, and hold harmless Tenant, its subsidiaries and affiliated entities, and the officers, directors, employees, partners, shareholders, members, managers, representatives, agents, predecessors, successors, and assigns of Tenant, and its subsidiaries and affiliated entities, from and against any and all claims, demands, actions, causes of action, damages, awards, judgments, fines, forfeitures, penalties, losses, liabilities, costs and expenses, including, without limitation, actual attorneys' fees reasonably incurred, arising out of or in connection with any of the following: (a) any mold, asbestos or asbestos-containing material that is discovered at or in the Premises, at any time during the term; (b) any hazardous materials, hazardous waste, or any other chemical, material, waste, or substance which may, or could reasonably be expected to, pose a hazard to the health and safety of persons or cause damage to the environment, including, without limitation, any leaded paint, petroleum, petroleum products or PCBs, discovered at or in

the Land or the Premises (collectively, "**Hazardous Materials**") and not introduced to the Land or the Premises by Tenant; or (c) any other environmental cleanup or restoration of the Land or the Premises, except to the extent directly caused by Tenant's introduction of Hazardous Materials to the Land or the Premises. Landlord's obligations under this Section will survive the expiration or earlier termination of the Lease.

8. Waiver of Subrogation. Landlord and Tenant each waives any claims that it may have against the other to the extent such claims are covered by property insurance policies actually carried or required to be carried under the Lease. Landlord and Tenant agree that they will cause their respective insurers to issue appropriate waiver of subrogation rights provisions to all property insurance policies required to be carried under the Lease.

9. Notice Address. Section 3 of the First Amendment is deleted in its entirety and replaced with the following:

For the purpose of any notice or other communication under the Lease, Landlord's address and Tenant's address are amended to be as follows:

If to Landlord: City of Lincoln

If to Tenant: Spectrum Southeast, LLC
c/o Charter Communications
6360 S. Fiddler's Green Circle
Suite 100
Greenwood Village, Colorado 80111-4951
Attn: Charter Real Estate
(with a copy to the same address: Attn: VP, Counsel, Real Estate)
File ID No.: NC0022

with a copy by email to: leaseadmin@charter.com

Except for an Emergency Default (as defined below), any notice or other communication required or permitted under the Lease must be in writing and provided to the other party via: (a) postage prepaid certified mail, return receipt requested; (b) personal delivery; or (c) Federal Express or any similar overnight delivery service that routinely issues receipts. Any notice will be deemed received on actual receipt (or refusal to accept delivery). Notwithstanding the foregoing, during an Emergency Default, Tenant may give notice to Landlord via email at: _____; or via telephone to the following 24-hour emergency line: _____ and the same will be deemed to have satisfied the notice requirements under the Lease. For purposes of the Lease, "**Emergency Default**" means an event, condition, or situation that adversely affects the health, safety, or welfare of Tenant's employees, customers, vendors, suppliers, guests, or invitees, or that adversely affects Tenant's ability to conduct normal business operations from the Premises.

Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Section.

10. Renewal Option. Section 6 of the First Amendment is deleted in its entirety and replaced with the following language:

Tenant will have the option to renew the term of the Lease for two (2) additional terms of 5 years each (the "**Second Renewal Term**" and the "**Third Renewal Term**", respectively, and each an "**Additional Renewal Term**"), subject to the further provisions of this Section.

(a) Tenant must exercise the option with respect to each Additional Renewal Term, if at all, by giving notice of exercise to the Landlord on or before the date that is 30 days prior to the then applicable expiration date.

(b) Each Additional Renewal Term will be on the same terms and conditions as the Lease, except that the Monthly Rent will be payable as follows:

SECOND RENEWAL TERM	MONTHLY RENT
March 1, 2023 – February 29, 2024	\$546.21
March 1, 2024 – February 28, 2025	\$557.13
March 1, 2025 – February 28, 2026	\$568.28
March 1, 2026 – February 28, 2027	\$579.64
March 1, 2027 – February 29, 2028	\$591.24

THIRD RENEWAL TERM	MONTHLY RENT
March 1, 2028 – February 28, 2029	\$603.06
March 1, 2029 – February 28, 2030	\$615.12
March 1, 2030 – February 28, 2031	\$627.42
March 1, 2031 – February 29, 2032	\$639.97
March 1, 2032 – February 28, 2033	\$652.77

11. Disputes. The parties agree that if any claim, controversy or dispute arising out of or relating to this Lease (each such claim, controversy or dispute, a "**Dispute**") is not resolved in the ordinary course of business, either party may require escalation by each party to appropriate representatives at a higher level of management than those involved in the day-to-day administration of the Lease ("**Escalation**"). Such higher level representatives will thereafter attempt, in good faith, to resolve such Dispute within 30 days (or such longer period as the

parties may agree upon) after Escalation. Each party agrees that it will not have the right to demand arbitration as set forth below in this Section without first attempting to resolve the applicable Dispute through Escalation. Any Dispute not resolved after Escalation shall, upon demand by either party, be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the county in which the Premises are located. There will be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the parties. The arbitrator(s) will have the authority only to award equitable relief and compensatory damages, and will not have the authority to award punitive damages or other non-compensatory damages. The parties hereby waive all rights to and claims for monetary awards, other than compensatory damages. The decision of the arbitrator(s) will be final and binding and may not be appealed. Either party may apply to any court of competent jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. Notwithstanding anything in this Section to the contrary, the following need not be resolved by arbitration: (i) any action by Landlord that seeks repossession of the Premises as part of Landlord's remedy; (ii) any action by Landlord or Tenant seeking an injunction or temporary restraining order; and (iii) any action by Landlord or Tenant seeking any prejudgment remedy. Further, the parties may cancel or terminate the Lease in accordance with its terms and conditions without being required to follow the procedures set forth in this Section.

12. Holdover. Tenant will have the right under the terms and conditions of this Section to elect to remain in possession of the Premises and continue to pay Monthly Rent for a period of between one and six months following the then applicable expiration date ("**Hold Over**"). In order to exercise such Hold Over election, Tenant must provide written notice to Landlord at least 90 days prior to the then applicable expiration date, and include in such notice the number of months that Tenant desires to Hold Over. Tenant will not have the right to Hold Over if, at the time of Tenant's Hold Over notice, Tenant is in default of any material provision of the Lease beyond any applicable notice and cure period. Any Hold Over possession will be subject to the provisions of the Lease (other than those relating to the term of the Lease), at a Monthly Rent equal to the last Monthly Rent paid or payable during the month immediately preceding the expiration of the then applicable term. If Tenant fails to exercise its Hold Over election but remains in possession of the Premises after the expiration of the then current term without Landlord's consent and without a new lease, amendment, renewal, or extension of the Lease, Tenant will occupy the Premises under a month-to-month tenancy, at a Monthly Rent equal to the last Monthly Rent paid or payable during the month immediately preceding the expiration of the then applicable term. Any such month-to-month tenancy may be terminated by either party by giving 30 days' prior written notice of such termination, and the termination will be effective as of the last calendar day of the month in which such 30-day period expires.

13. Broker. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or the preparation of this Second Amendment. Landlord and Tenant each agree to indemnify, defend, and hold harmless the other from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, and expenses (including, without limitation, court costs and disbursements, and actual attorneys' fees reasonably incurred) arising from or related to any claim by any broker, agent or other person or entity, for any commission, fees, or other form of

compensation, reimbursement or consideration, with regard to the Premises, the preparation of this Second Amendment or the transactions contemplated hereby.

14. Estoppel. Landlord hereby represents and warrants that as of the date of execution of this Second Amendment: (a) Tenant is not in default or breach of the Lease; (b) no event has occurred which with the passage of time or the giving of notice would constitute such a breach or default of the Lease; and (c) all rent, additional rent and other amounts due and payable under the Lease have been paid in full through and including March 31, 2021.

15. Confirmation of Lease. Landlord and Tenant confirm and ratify in all respects, the terms and conditions of the Lease, as amended by this Second Amendment. In the event of any conflict or inconsistency between any of the provisions of this Second Amendment and any of the provisions of the Lease, the provisions of this Second Amendment will govern.

16. Drafting. Landlord and Tenant each acknowledges that this Second Amendment was fully negotiated by the parties and that no provision of this Second Amendment will be interpreted in favor of either Landlord or Tenant, or against either Landlord or Tenant, merely because such party or its legal representative or advisor drafted such provision.

17. Counterparts; Facsimiles. This Second Amendment may be executed in counterparts, each of which (once executed) will constitute an original and all of which together (once executed) will constitute one and the same document. This Second Amendment may be signed and delivered by facsimile or electronically, and the same facsimile or "pdf" signatures will constitute original signatures with all force and effect of law.

18. Lender's Consent. Landlord hereby represents and warrants that: (a) no lender consent is required for this Second Amendment; and (b) the effectiveness of this Second Amendment is not conditioned upon Landlord receiving any lender's consent.

Landlord and Tenant have executed this Second Amendment as of the Second Amendment Effective Date.

LANDLORD:

City of Lincolnton

By:

Name:

Title:

TENANT:

Spectrum Southeast, LLC

By: Charter Communications, Inc.,
its Manager

By:

Name: Michael D. Reid

Title: GVP, Corporate Services

ITEM #

5

OTHER BUSINESS

ITEM #

5a

MANAGER'S
REPORT/ACTIVITY
UPDATE

Executive Summary

February 2021 Year-To-Date

		% of			
General Fund		Budget	Budget	Actual 19-20	Difference
Fund 10					
Revenues	Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20
Fund Balance	10,911,910	8,997,373	82%	11,543,700	8,730,658
	-	-	-	825,000	-
	10,911,910	8,997,373		12,368,700	8,730,658
					266,715
City Manager/Clerk	248,220	123,042		222,495	78,864
Human Resources	317,020	195,367		262,720	139,094
Finance	158,230	(10,723)		129,630	(102,773)
General Expense	1,280,731	889,493		1,103,160	707,801
General Debt Service	334,757	11,193		430,632	15,397
Police	3,400,120	2,322,407		3,223,020	2,159,825
Fire	2,234,100	2,188,706		2,364,700	1,587,760
Public Works	45,660	3,398		43,010	(48,607)
Street	829,825	405,614		1,329,225	561,396
Equipment Services	211,770	142,304		122,970	59,810
Solid Waste	692,375	315,704		908,855	687,004
General Services	-	-		-	-
Plannin/Zoning	497,239	231,624		557,420	218,009
Bus & Comm. Dev	123,200	93,920		423,200	33,215
Recreation	1,038,663	613,899		1,247,663	837,191
Expenses	11,411,910	7,525,949	66%	12,368,700	6,933,985
Difference		1,471,424		1,796,674	(325,249)

% of					
Water & Sewer Fund					
Fund 61	Revenues	Budget 20-21	Actual 20-21	Budget	Difference
	Fund Balance	8,146,950	5,635,631	69%	350,597
		-	-	3,725,010	
		8,146,950	5,635,631	10,871,959	350,597
	Water Treatment	1,972,500	801,668	1,496,850	(11,153)
	Dist & Collection	2,032,900	1,284,901	3,652,160	(1,171,049)
	Wastewater	1,625,000	929,779	1,547,000	117,621
	W & S Intangibles	4,247,050	983,055	4,175,949	(172,326)
	Expenses	9,877,450	3,999,403	10,871,959	(1,236,906)
	Difference		1,636,229	48,725	1,587,503

% of					
Electric Fund					
Fund 63	Revenues	Budget 20-21	Actual 20-21	Budget	Difference
	Fund Balance	7,788,350	6,458,468	83%	988,820
		-	-	2,330,000	-
		7,788,350	6,458,468	10,267,102	988,820
	Electric Dept.	8,696,830	5,285,739	10,267,102	(57,473)
	Expenses	8,696,830	5,285,739	10,267,102	(57,473)
	Difference		1,172,728	126,435	1,046,293

Overtime 80+ hours 409,412 379,634 29,778