

A G E N D A

LINCOLNTON CITY COUNCIL



June 3, 2021

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON CITY COUNCIL
AGENDA
June 3, 2021
7:00 p.m.**

CALL TO ORDER

MOMENT OF SILENCE

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 May 6, 2021 meeting

2b. - Retirement Recognition for Ricky Frye effective July 1, 2021

2c. – Contract between the City and Lincolnton Housing Authority for Community Policing

3. PUBLIC HEARINGS

3a. CZ-3-2021- Application from Lincoln County requesting a conditional district rezoning from the Planned Business(PB) District to the General Business(Conditional District) GB(CD) for the purpose of constructing an Emergency Medical Services Operations Center. The subject property is located at 151 Sigmon Road (Parcel ID 01285).

Laura Elam, Planning Director

3b. CZ-4-2021- Application from Carolina Development Services LLC requesting the conditional district rezoning of 63.9 acres of land from the Residential-15 (R-15) District to the Residential-8 Conditional District (R-8 CD) for the purpose of constructing a single family residential development. The subject property is located within the Huntington Hills Subdivision off Huntington Hills Drive, Old Farm Road, and Hunter Oaks Lane (Parcel ID 71879)

Laura Elam, Planning Director

4. REGULAR AGENDA

4a. – Consideration Of A Request from Staff to Revise City's Facade Rehabilitation Grant Program

Laura Elam – Planning Direct

4b. - Discussion/Update regarding the future apartments on Pine Street

Craig Upshaw, Piedmont Companies

(O-07-21)

4c. – Public Hearing to receive comment on the proposed 2021-2022 fiscal year Budget for the City of Lincolnton – total proposed budget is \$29,961,457.

NOTE: Action on this item, after closing the Public Hearing, includes two (2) separate motions:

Motion to adopt the Budget Ordinance

Motion to adopt the 2021-2022 Schedule to Fees

Motion to adopt the 2021-2022 Salary Schedule/Schedule of Budgeted Positions (R-08-21)

Ritchie Haynes, City Manager

5. OTHER BUSINESS

5a. – Request to Address Council and Staff regarding benefits of ElectriCities, NCMPA #1 and Attendance at Upcoming 2021 Electricities Annual Meeting

Steve Peeler, Chairman of the Board of Directors

OTHER BUSINESS – continued

5b. - Consideration/Approval of two (2) Proposed Art Projects per the City’s new Art Ordinance

Wayne Hoyle – Steering Committee
Laura Morris – Community Relations Director

5c. – Discussion regarding Council’s opposition to SB 349/HB 401 (“Increase Housing Opportunities”) **NOTE: Resolution Opposing SB349/HB401 was approved at the May 6 2021 Council Meeting**

Ed Hatley, Mayor

6. REPORTS

6a. – 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
May 6, 2021 Regular Meeting

The Mayor and City Council met in regular session at 7:00 p.m. on Thursday, May 6, 2021 in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, North Carolina.

The following were in attendance:

White Poinsette Hatley Eaddy Jetton

Mayor Ed Hatley called the meeting to order, opening with a moment of silence, after which he asked those in attendance to stand for the Pledge of Allegiance. The following items were addressed with action taken as shown.

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

Mayor Hatley presented the *CONSENT AGENDA*. Two additional items, **(R-07-21) Resolution Authorizing the Chief of Police to enter into Law Enforcement Mutual Assistance Agreements with Other Law Enforcement Agencies** and a **Proclamation for National Police Week and May 15th, 2021 as Peace Officers Memorial Day**, were placed at councilmembers places, to be added. Councilman Eaddy requested that additional items be added.

Councilwoman Jetton made a motion to approve the amended *CONSENT AGENDA* items as follows:

- **Approval of Minutes for the April 1, meeting**
- **Resolution Authorizing the Disposition of Certain Personal Property by Private Sale (R-05-21)**
- **Resolution by City Council of the City of Lincolnton opposing Proposed Zoning Reform (R-06-21)**
- **Resolution Authorizing the Chief of Police to Enter into Law Enforcement Mutual Assistance Agreements with Other Law Enforcement Agencies (R-07-21)**
- **Proclamation – National Police Week and Peace Officers Memorial Day**

Members voted 4-0 in favor of the motion. (a copy of each resolution and the proclamation is attached to and made a part of these minutes)

ZMA-3-2021

APPLICATION FROM JAMES STEPHEN HIGH REQUESTING THE REZONING OF 5.95 ACRES OF LAND FROM THE GENERAL MANUFACTURING AND COMMERCIAL (GMC) DISTRICT TO THE RESIDENTIAL-25 (R-25) DISTRICT. THE SUBJECT PROPERTY IS LOCATED OFF TN UNNAMED PRIVATE DRIVE APPROXIMATELY 800 FEET SOUTHEAST OF THE INTERSECTION WITH STARTOWN ROAD (PARCEL ID 73265)

Mayor Ed Hatley opened the public hearing, directing Planning Director Laura Elam to speak to the item.

Mrs. Elam began, giving a brief, yet detailed overview of the request. Using overhead views of the property, Mrs. Elam was able to provide council with a visual of the exact location of the property and show the various land uses that surround the property. In terms of land use plan compliance, Mrs. Elam noted that the proposed rezoning not being consistent with the Land Use Plan, however, stated that the site was likely put into an industrial zoning classification at the time that zoning was originally established in the area due to having the same ownership as the adjoining industrial parcel immediately to the west. She informed that the area surrounding the property is primarily zoned for residential development and primarily developed for residential purpose.

In summary, Mrs. Elam listed the Planning Board and Staff recommended actions as follows:

1. Approval of rezoning of the property from GMC to R-25
2. Amendment of the land use plan to show the property in the Residential Suburban Planning Area
3. Approval of the Statement of consistency for approval of the rezoning request

Councilman Eaddy questioned and voiced his concern with the property being rezoned and the County not having any say as the change could affect future expansion of the park they currently own.

Mr. J. Stephen High, the applicant, was in attendance. Mr. High spoke regarding the request, explaining the reason for requesting the rezoning and informing council of his plans to use the property for duplexes if the rezoning is approved. Mr. High also mentioned some of the due diligence steps he has already taken, such as talking with NCDOT.

Mr. Amnon Nachshon spoke against the request. Mr. Nachshon stated that he represented Shon Real Estate who is the owner of the adjacent property Parcel. He briefly expressed several concerns if the request is approved, such

as an increase in traffic and a space conflict. Councilwoman Poinsett commented on her observations during her site view of the property and her opinion regarding the appropriateness of the change.

Councilman Eaddy made a motion to close the Public Hearing. Members voted 4-0 in favor of the motion.

Councilwoman Poinsette made a motion to approve the request for rezoning as recommended by Planning Board. Members voted 4-0 in favor of the motion

RECOGNITION OF THE 2020 - 2021
LINCOLNTON STUDENT ADVISORY COUNCIL

Mrs. Jill Eaddy, Advisor for the Lincolnton Student Advisory Council addressed Council to recognize the 2020-2021 council members. Mrs. Eaddy gave some background regarding when, how and why the council was started. She spoke to some of the things that has been accomplished by the council and to the positive impact it has on those that are a part. Mrs. Eaddy noted that although this year's council had a very limited number of in-person meetings due to COVID-19 restrictions, they persevered and made the best of the situation.

Mayor Hatley thanked Mrs. Eaddy, the Council Advisor, for her commitment over the past 30 years, as well as commented on the different perspectives that is gained from their input. At the encouragement of Councilman Jetton, Mrs. Eaddy was given a round of applause.

Sydney Hudson, a junior at North Lincoln High School, and Ashlynn Eurey, a senior at West Lincoln High School, thanked council for the opportunity to serve and expressed appreciation and gratitude for the experience. Each of the students reported on the various committee accomplishments and things the group worked on as a whole.

Sydney reported on the litter pick-up, the Angel Tree project and Education Committees tutoring program. Ashlynn informed Council of the 2021 Color Run to be held on May 22, 2021. She reported for the Business Committee who focused on supporting our small local business, explained the Valentine's day card project for Brian Center residents and gave an update on the current rail-trail stage project for the members that are apart of that committee.

In conclusion, Mayor Hatley thanked both Sydney and Ashlynn for attending and presented them with a lapel pin of the city seal.

BA-02-21
BUDGET AMENDMENT TO AMEND THE GENERAL FUND, THE BOGER CITY
FIRE DISTRICT FUND AND THE SPECIAL REVENUE FUND

Pam McBryde, Finance Director, presented the following amendment request.

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

City Manager/Clerk	\$ -
Human Resources	(14,033)
Finance	-
General Expense	(10,000)
General Debt Service	-
Police	-
Fire	-
Public Works	-
Street	10,624
Equipment Services	13,409
Solid Waste	-
Planning/Zoning	-
Bus & Comm. Dev	-
Recreation	-
	<u>\$ (0)</u>

Section 3: To amend the Boger City Fire District Fund, the expenditures are to be changes as follows:

Boger Ciy Fire Tax	<u>\$ 200,000</u>
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Section 4: To amend the Boger City Fire District Fund, the revenues are to be changed as follows:

Fire District Tax	\$ -
Investment Income	-
Sales Tax/Grants	-
Fund Balance Appropriated	200,000
	<u>\$ 200,000</u>

Section 11: To amend the Special Revenue Fund, the expenditures are to be changed as follows:

Police CARES	\$ (440,204)
Fire CARES	(390,369)
	<u>\$ (830,573)</u>

Section 12: To amend the Special Revenue Fund, the revenues are to be changed as follows:

Federal CARES	\$ (830,573)
	<u>\$ (830,573)</u>

TOTAL AMENDMENT	\$ (630,573)
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Councilwoman White made a motion to approve the budget amendment as presented. **Members voted 4-0 in favor of the motion**

PLEASANT RETREAT ACADEMY DISCUSSION

No discussion or action was needed on this item as Councilman Eaddy enlightened council members on the recent change of events surrounding the issue. Councilman Eaddy explained the details of what he had planned to propose, however due to action taken by County Commissioners, the building is being turned over to Preservation North Carolina. Councilman Eaddy did remind council members of the \$20,000.00 already allocated in next year's (2021-2022) budget to help with preservation efforts if a non-profit is formed or if the Historical Association takes ownership of the building.

(C-05-21)

CONSIDERATION OF AWARDING CHEMICAL BIDS FOR THE WATER AND WASTEWATER TREATMENT PLANT

Robert Pearson, Utilities Director, reported on the chemical bid opening which was held on Tuesday, April 13, 2021 at the Water Treatment Plant. Of the companies responding, recommendations are as follows:

Liquid Alum 8.23% - Univar USA, Inc. @ \$0.7424 per liquid gallon
Caustic Soda 50% - Brenntag Southeast, Inc. @ \$1.339 per liquid gallon
Chlorine – JCI Jones Chemical @ \$600.00 per cylinder
Orthophosphate 33% - Univar USA, Inc. @ \$3.79 per liquid gallon
Liquid Sodium Bisulfite (55 gal. drums) – Brenntag Southeast, Inc. @ \$112.00 per drum
Activated Carbon – Brenntag Southeast, Inc. @ \$31.75 per 50 lb. bag

Wastewater Treatment Chemicals

Liquid Sodium Hypochlorite 10% - Water Guard @ \$ 0.58 per liquid gallon
Liquid Sodium Bisulfite 38% - JCI Jones Chemical @ \$1.54 per liquid gallon

Councilman Jetton made a motion to approve the chemical bids as presented. Members voted 4-0 in favor of the motion.

(C-06-21)

**APPROVAL OF CONTRACT FOR THE 2021 ALIVE AFTER FIVE CONCERT
SERIES - FOR EVENTS HELD FROM 6PM - 10PM ON THE FOLLOWING
DATES: JUNE 24TH, JULY 29TH, AUGUST 26TH, & SEPTEMBER 16TH**

Mrs. Betty Flohr representing the Downtown Development Association, addressed council requesting approval of the 2021 Alive After Five concert series (the aforesaid document is attached to and made a part of these minutes). Mrs. Flohr informed that event permits have been approved, while several other required items are currently in process of being approved.

Although there were no questions for Mrs. Flohr from members of the governing board, Councilman Eaddy commented on the number of activities that are currently scheduled for the upcoming year.

Councilwoman Poinsette made the motion to approve the contract for the Alive After Five for this year. Members voted 4-0 in favor of the motion.

(P-03-21)

SPECIAL EVENTS POLICY UPDATES AND REVISIONS

Laura Morris, Community Relations Director, appeared before council to request approval of updates and revisions to the current Special Events Policy. Mrs. Morris explained that the proposed changes are an effort to clarify definitions, define the special events and create classifications and cost. She also mentioned clarifying new rules and regulation required to be enforced, such as fire code updates. She briefly spoke to all of the different departments that are involved in the events planning and how they work together, with each doing their part.

In response to a question from Councilman Eaddy, Ms. Morris assured that staff is available and can be reached 24 hour before, as well as during the event, in case an issue arises.

Councilwoman White made a motion to approve the policy updates and revisions. Members voted 4-0 in favor of the motion

CITY OF LINCOLNTON MASK MANDATE DISCUSSION

Mayor Ed Hatley opened the floor for discussion regarding the City's local mask mandate. Mayor Hatley asked for Council's input on what they felt the next step should be in regards to the local order due to the frequency of the changes being made. Councilman Eaddy expressed his concern on the issue, pointing out the difficulty in being able to respond quickly enough to the changes due to meeting on a monthly basis. Councilman Eaddy went on to say that while he does not want to send the wrong message, that mask are not important, Council is in a position to suspend the local mask mandate and ask citizens to follow the Governors executive order and well as the CDC guidelines. There was a small about of discussion regarding the vaccination numbers increasing and the restrictions being lifted.

Councilman Eaddy made a motion that the City mask mandate be dropped and that all citizens be encouraged to follow the Governors mandate and CDC guidelines. Members voted 4-0 in favor of the motion.

OFFICIAL PRESENTATION OF THE 2021-2022 BUDGET - PROPOSED FEE SCHEDULE - BUDGET MESSAGE

City Manager Ritchie Haynes came before the governing body to present the 2021-2022 budget, proposed fee schedule and budget message. Mr. Haynes began commenting on what he felt was a very successful budget work session, and thanking Council, department heads and their staff for the hard work that went into putting the proposed \$29,961,457 budget together. Mr. Haynes informed that the proposed budget includes no tax increase or utility rate increases. Nor is any fund balance being utilized.

Mr. Haynes presented the recommendations and highlights 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

REGULAR MEETING - May 6, 2021

- 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
- 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
 - Poplar 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

REGULAR MEETING - May 6, 2021

- Gaston Street Improvements - \$100,000
- Traffic Controller - \$60,000
- Smart Phones-(3) - \$3,000
- Wash Pit - \$100,000
- 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%
- Capital - \$134,000

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

Mr. Haynes did inform Council that due to the continuing difficulty with getting and retaining qualified police officers, he plans to instruct Human Resources Director to include this group in the upcoming pay study as well as finding other benefits that may help with the retention of officers. Continuing on to the Schedule of Fees, Mr. Haynes briefly explained the fees that have been added or deleted, as well as some wording changes.

With no questions from members of the governing board, Councilman Jetton made a motion to set June 3rd, as a public hearing. Members voted 4-0 in favor of the motion.

Manager's Report/Activity Update

City Manager Ritchie Haynes reviewed the following executive summary report and activity update for members of council:

May 2021 Council Meeting Executive Summary March 2021 Year-To-Date							
		Budget 20-21	Actual 20-21	% of Budget	Budget 19-20	Actual 19-20	Difference
General Fund							
Fund 10	Revenues	10,911,910	9,751,768	89%	11,543,700	9,426,627	325,141
	Fund Balance	-	-	-	825,000	-	-
		10,911,910	9,751,768		12,368,700	9,426,627	325,141
	City Manager/Clerk	248,220	146,739		222,495	101,474	45,264
	Human Resources	317,020	220,874		262,720	160,259	60,615
	Finance	158,230	33,049		129,630	(63,150)	96,199
	General Expense	1,280,731	970,266		1,103,160	776,874	193,392
	General Debt Service	334,757	61,361		430,632	65,565	(4,204)
	Police	3,400,120	2,556,923		3,223,020	2,376,814	180,109
	Fire	2,234,100	2,362,218		2,364,700	1,758,599	603,619
	Public Works	45,660	20,080		43,010	(33,793)	53,872
	Street	829,825	461,114		1,329,225	622,183	(161,069)
	Equipment Services	211,770	165,337		122,970	72,535	92,802
	Solid Waste	692,375	348,550		908,855	733,515	(384,965)
	General Services	-	-		-	-	-
	Plannin/Zoning	497,239	266,749		557,420	237,472	29,277
	Bus & Comm. Dev	123,200	112,145		423,200	33,715	78,430
	Recreation	1,038,663	683,163		1,247,663	906,021	(222,857)
	Expenses	11,411,910	8,408,567	74%	12,368,700	7,748,082	660,486
	Difference		1,343,201			1,678,545	(335,344)
Water & Sewer Fund							
Fund 61	Revenues	8,146,950	6,264,977	77%	7,146,949	5,990,996	273,981
	Fund Balance	-	-	-	3,725,010	-	-
		8,146,950	6,264,977		10,871,959	5,990,996	273,981
	Water Treatment	1,972,500	883,062		1,496,850	901,903	(18,841)
	Dist & Collection	2,032,900	1,539,330		3,652,160	2,613,160	(1,073,830)
	Wastewater	1,625,000	996,123		1,547,000	899,240	96,883
	W & S Intangibles	4,247,050	1,019,020		4,175,949	1,191,312	(172,292)
	Expenses	9,877,450	4,437,535	45%	10,871,959	5,605,615	(1,168,080)
	Difference		1,827,442			385,381	1,442,061
Electric Fund							
Fund 63	Revenues	7,788,350	7,163,860	92%	7,937,102	6,110,358	1,053,502
	Fund Balance	-	-	-	2,330,000	-	-
		7,788,350	7,163,860		10,267,102	6,110,358	1,053,502
	Electric Dept.	8,696,830	6,046,616		10,267,102	5,971,376	75,241
	Expenses	8,696,830	6,046,616	70%	10,267,102	5,971,376	75,241
	Difference		1,117,244			138,983	978,261
Overtime	80+ hours		436,033			411,674	24,359

In addition to the report, City Manager Ritchie Haynes noted the retirement of Scott Cherry whose last day was April 29th. He also briefly updated council on the Water Street sidewalk project and the Welcome Center, with hopes of having a ribbon cutting soon. Mr. Haynes reported that the Motz Avenue Dog Park officially opened on May 1st and the addition of Boger City Fire Department, extending thanks to Chief Heavner and his staff for all of the extra man hours involved in making it happen.

In conclusion, Mr. Haynes informed Council of two upcoming events. The Spring Art Crawl on May 21st and Chalk the Walk on May 22nd. In response to Councilman Eaddy's questions, Mr. Haynes advised that the end of May/first of June was the target date for the new restaurant. He also

reported on the status of the parking lot with hopes in receiving bids by the end of May or the first of June 2021.

PUBLIC COMMENT:

No one requested to speak during the Public Comment portion of the meeting

NEWS MEDIA:

News media had no questions

ADJOURNMENT:

Councilman Jetton made the motion to adjourn the meeting. Members voted 4-0 in favor of the motion. Meeting was adjourned At 8:02 p.m.

**DAPHNE INGRAM
CITY CLERK**

**ED HATLEY
MAYOR**

CITY COUNCIL

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



CITY MANAGER

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

(R-05-21)

**A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN PERSONAL
PROPERTY BY PRIVATE SALE**

WHEREAS, the Lincolnton City Council of the City of Lincolnton desires to dispose of certain surplus property of the City; and

NOW THEREFORE, BE IT RESOLVED by the Lincolnton City Council that:

1. The following described property is hereby declared to be surplus to the needs of the City:

Lincolnton Police Department Sign
Dedication Plaque from lobby
Parking Signs for the Chief, Captain, Community Service Lieutenant &
Crime Prevention Officer
2. The City Manager is authorized to dispose of the described property by private sale at a negotiated price.
3. The City Clerk shall publish notice summarizing this Resolution in accordance with G.S. 160A-267.
4. The sale may be consummated not earlier than 10 days from the date of publication.

Adopted this 6th day of May, 2021

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

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.

**A RESOLUTION BY THE CITY OF LINCOLNTON
OPPOSING SB 349/HB 401 ("INCREASE HOUSING OPPORTUNITIES")**

WHEREAS, the legislation proposed in SB 349/HB 401 ("Increase Housing Opportunities") would eliminate single family residential zoning statewide and eliminate other aspects of local zoning, eroding the rights of local property owners and the decisions of their locally elected officials to determine how development should occur in their communities and neighborhoods; and

WHEREAS, uniform legislation for all local governments under one statewide zoning mandate that would eliminate the single-family zoning designation and allow multi-family housing in every neighborhood would usurp local control, undermine the rights of existing property owners and damage existing home values; and

WHEREAS, the legislation represents a broad and comprehensive attack on local land use decision - making and the ability of local property owners to weigh in on what is and is not appropriate development in their neighborhoods and communities; and

WHEREAS, the legislation would obstruct the ability of locally elected officials to consider all interests when making land use decisions, including those of existing homeowners and property owners who stand to lose the most when incompatible uses are allowed adjacent to their property; and

WHEREAS, the legislation would severely diminish or even eliminate the ability of local government to determine what is best for its community or even allow community input or involvement in the decision-making process; and

WHEREAS, development would become uncontrolled and reckless with little to no regard for property owners rights, not to mention the added stress and demand on a local government's infrastructure which would eventually lead to declining property values; and

WHEREAS, city officials were elected by their citizens for a reason — to protect and preserve the quality of life that they have come to enjoy; and

WHEREAS, increased housing does not guarantee more affordable housing nor does this legislation.

NOW, THEREFORE BE IT RESOLVED that copies of this resolution are sent to our legislative delegation and to the leadership of the North Carolina General Assembly in an effort to stop SB 349/HB 401 from becoming law and to work together to find real ways to advance affordable housing opportunities.

Adopted this the _____ day of _____, 2021.

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

CITY COUNCIL

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



CITY MANAGER

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CITY ATTORNEY
Thomas J. Wilson, Jr.

R-07-21

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, North Carolina General Statute 160A-288 promotes cooperation between law enforcement agencies by authorizing the head of any law enforcement agency to temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, the assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency and lending equipment and supplies; and

WHEREAS, while working with the requesting agency under the authority of this statute, and officer shall have the same jurisdiction, powers, rights, privileges, and immunities as the officer of the requesting agency, in addition to those he normally possesses; and

WHEREAS, while on duty with the requesting agency, the officer shall be subject to the lawful operational command of his superior officers in the requesting agency, but for personnel and administrative purposes, he shall remain under the control of his own agency, including for purposes of pay; and

WHEREAS, an officer shall be entitled to Workmen's Compensation and the same benefits when acting pursuant to a law enforcement assistance agreement to the extent as though he were functioning within the normal scope of his duties.

NOW, THEREFORE, BE IT RESOLVED that the Lincolnton City Council designates the Police Chief of the City of Lincolnton as the "Head" of the City's Police Department as the term is used in North Carolina General Statute 160A-288 and the said Police Chief is hereby delegated authority to make or grant requests pursuant to this statute.

BE, IT FURTHER RESOLVED that the Police Chief of the City of Lincolnton is hereby authorized to enter into agreements for exchanging law enforcement officers, equipment or supplies in accordance with the provisions of North Carolina General Statute 160A-288.

Adopted this the ____ day of _____, 2021.

Mayor Ed Hatley

ATTEST:

Daphne Ingram, City Clerk

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](mailto:d Ingram@lincolntonnc.org)
CITY ATTORNEY
Thomas J. Wilson, Jr.

Proclamation

WHEREAS, more than ever, our nation depends upon local law enforcement as our first line of defense and it is very important for the people of the City of Lincolnton and Lincoln County to know and understand the duties, responsibilities and challenges of our law enforcement officers and agencies; and

WHEREAS, the men and women of these agencies give of themselves day in and day out to preserve our homeland security; and we applaud them for recognizing their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and by protecting the innocent against deception and the weak against oppression and intimidation; and

WHEREAS, in 2020, 295 peace officers and 10 from North Carolina alone were killed in the line of duty; and

WHEREAS, the members of law enforcement agencies of the City of Lincolnton and Lincoln County play a vital role in safeguarding the rights and freedom of our local citizens.

NOW, THEREFORE, BE IT RESOLVED that the Lincolnton City Council does hereby proclaim the week of May 9th through May 15th, 2021 as

NATIONAL POLICE WEEK And May 15, 2021 as **PEACE OFFICERS MEMORIAL DAY**

and join law enforcement officers nationwide in commemorating their fallen comrades and urge the citizens of Lincolnton to recognize and honor law enforcement officers, past and present.

BE IT FURTHER RESOLVED that the citizens of the City of Lincolnton acknowledge and appreciate the contributions made by their local law enforcement officers for handling the difficult situations they encounter on a daily basis as part of their jobs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed, this the 3rd day of May, in the year of our Lord two thousand and twenty-one.

Ed Hatley, Mayor

ATTEST:

Daphne Ingram, Lincolnton City Clerk

CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

THIS CONTRACT AND AGREEMENT made and entered into on this the 6th day of May 2021, by and between **THE DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.**, a corporation existing and doing business under the laws of the State of North Carolina, party of the first part, (hereinafter referred to as DDA), and the **CITY OF LINCOLNTON**, a municipal corporation created and existing under the laws of the State of North Carolina, party of the second part, (hereinafter referred to as CITY);

W I T N E S S E T H:

The parties to this Contract hereby recite and declare that:

- a. Section 131.01 of the Code of Ordinances of the City of Lincolnton was so amended by the Lincolnton City Council at its regular meeting on April 4th, 2002 to allow the City to authorize and regulate the possession and consumption of malt beverages and unfortified wine on the public streets, alleys, and parking lots which have been temporarily closed to regular traffic for special events.
- b. The DDA is the sponsor, promoter, and operator of the event known as the “Lincolnton Alive After Five” events, which will be staged in downtown Lincolnton on Thursday June 24, July 29, August 26, and September 16, 2021.
- c. At the request of the DDA, the City Council agreed, subject to the provisions and conditions hereinafter set forth, to allow the DDA to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public within the designated event area between Court Square and Poplar Street at designated location(s) and to supervise and monitor the consumption of said alcoholic beverages at and during the “Lincolnton Alive After Five” events in downtown Lincolnton in 2021.

NOW, THEREFORE, in consideration of the reasons and facts recited above, the mutual promises and covenants of the parties as herein set out and for other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, the parties agree as follows:

I.

That in accordance with and subject to the terms and conditions herein set forth, the DDA is authorized to administer the sale and sampling of malt beverages, unfortified wine and distilled spirits to the public at its “Lincolnton Alive After Five” events, which are scheduled to be held on Thursday June 24, July 29, August 26, and September 16, 2021.

II.

That all alcoholic beverages sold and served at the event will be sold and consumed within the confines of the designated event area, the location of which must be approved by the City. The DDA agrees to obtain, pay for, and comply with all governmental permits and licenses necessary for the sale and consumption of the alcoholic beverages.

That DDA agrees to provide at its expense capable and competent personnel to administer and monitor the sale, sampling and consumption of alcoholic beverages for the duration of the event. The DDA agrees that its personnel will exercise all due care and circumspection to refuse service or sale of alcoholic beverages to any minor or to any person who may appear to be under the influence of alcohol or any controlled substance.

That DDA will not sell or allow the consumption of any alcoholic beverage before 6:00 p.m. or after 10:00 p.m. on the day of each event.

III.

That DDA hereby agrees to indemnify and hold the City and its employees harmless from any claims, causes of action, loss or injury resulting from the sale and sampling of alcoholic beverages and subsequent consumption thereof by the public at the “Lincolnton Alive After Five” events. That DDA agrees to defend the City against any such claims of loss or injury filed against the City.

IV.

That DDA will obtain and pay for liability insurance coverage (in an amount satisfactory to the City) for itself and the City as a result of the sale of alcoholic beverages on the streets of the City during the “Lincolnton Alive After Five” events. That DDA will promptly provide a copy of said insurance policy (ies) to the City. All policies will designate the City as a named insured.

V.

That the City reserves the exclusive right to modify, cancel, and rescind this Contract at any time hereafter if, in its sole discretion, the sale and consumption of alcoholic beverages at any “Lincolnton Alive After Five” event has resulted in problems that are detrimental to the health, welfare, or well-being of the City or its citizens.

VI.

That it is further understood and agreed by both parties that no promises or agreements not herein expressed have been made to or by either party hereto, and that this Contract contains the entire agreement between the parties hereto, and that the terms and conditions of the Contract are contractual and not a mere recital.

VII.

That this Contract may be amended only by written instrument signed and executed by the parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed in its corporate name by its duly-authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and the party of the second part has caused this instrument to be signed by its Mayor and attested by its Clerk, the day and year first above written.

DOWNTOWN DEVELOPMENT ASSOCIATION OF LINCOLNTON, INC.

By: _____
Tommy Huskey, Chairman

Attest:

Betty Flohr, Executive Director

CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor

Attest:

Daphne Ingram, City Clerk **(Municipal Seal)**

City of Lincolnton – Special Event Policy



Section 1. Purpose

The City of Lincolnton supports special events, including festivals, shows, performances and programs as these events contribute to quality and promote the community. The City provides general services and operational support for special events to ensure public safety, to create an environment for a well-organized special event and to ensure a pleasant experience for participants. Adequate advance planning and coordination are key components to the success and safety of any outdoor special event.

The City of Lincolnton has developed this Special Events Policy to facilitate advance planning, coordinate scheduling and arrange for appropriate city services and support operations to serve the event in a timely manner. Event Organizers are required to secure a Special Event Permit in advance of the event date.

Section 2. Definitions of Terms in this Policy are defined as follows:

2-1. Special Event.

A special event is defined as a pre-planned event, whether publicly and/or privately sponsored, which is proposed to be held on public property, including but not limited to parks, streets and/or sidewalks. All special events require a Special Event Permit issued by the City of Lincolnton. There are two categories of Special Events:

- a. Park and/or Street Festival - Park and/or Street Festival means an organized neighborhood or public gathering on a public right-of-way (street, sidewalk, parking lot or alley) or public park on a specified date at a specific time in a designated area that may or may not require street closures or an admission fee to enter and participate.
- b. Procession/Parade/Organized Competitive Event - Procession/Parade means a public or private march, run, cortege, walk, cavalcade, autocade, parade of any kind, other gathering of persons that occurs upon public right-of-way, park or both in an area used for vehicular traffic. Organized Competitive Event means any planned race, walk, derby, or event that involves a contest of skill and/or strength and takes place upon public right-of-way or park.

2-2. Event Classification & Costs.

- a. City-Sponsored/Operated Special Events
Events that are created, planned, and implemented by City Departments or Agencies. Funding for City sponsored events is reviewed annually during the budget process. All fees are waived for events falling within this category. City may seek sponsorships to offset event costs.
- b. City Co-Sponsored Special Events (Signature Events)
Events that are created, planned, and implemented by non-City Agencies. Support for the co-sponsored events may include in-kind services from City staff based on regular staff hours, waiver of some or all fees, and/or financial support limited to funds approved in City's annual budget. Cost recovery expenses are to be paid to City agencies and may include staff overtime, supplies, materials, and other direct expenses.
- c. Non-City Sponsored Special Events
Events that are created, planned, and implemented by non-City Agencies. The City does not provide financial support for these events and expects to be reimbursed for all costs associated with the activity, including overtime expenses, supplies, materials, and permit fees. In the case of Non-Profit Events, the City may, upon approval by the City Manager, assist with the event/activity operation by providing some services from City staff at no charge. Event organizers of a Non-Profit Special Event must submit a current IRS 501(c)3 Statement.

2-3. Event Organizer. A representative of the sponsoring organization or the individual in charge of planning and implementing the special event. The person submitting the permit application must be an adult age 18 years or older.

2-4. Events and Facilities Supervisor. City of Lincolnton staff member who administers the Special Events Policy and permit application process.

2-5. Special Events Permit. An approval document issued by the City of Lincolnton upon completion of the application process that officially schedules the event and identifies requirements for appropriate city services and operations after payment of any required fees.

2-6. City Services. Services provided by the City of Lincolnton in support of special events, including regular and over-time staff hours, supplies, and/or other services.

Section 3. Application of this Policy

This policy shall apply to all events taking place in the public right-of-way or for which the event organizer is requesting use of city resources, services, or personnel. Examples of outdoor special events include, but are not limited to, festivals, concerts, parades, runs and rallies.

Note: The following activities are exempt from this outdoor special event policy:

- a. Funeral processions,
- b. Group demonstrations or lawful picketing on sidewalks, subject to Chapter 94 of the Lincolnton City Code, and
- c. Sidewalk dining, subject to Chapter 14 of the Lincolnton City Code
- d. Filming activities are covered under the City of Lincolnton Film Policy.

Section 4. Special Events Permit

4-1. Application Procedure. At the beginning of the event planning process, the Event Organizer should contact the City of Lincolnton Events and Facilities Supervisor to assess needs for City of Lincolnton services and operational support and to obtain a copy of the Special Events Permit Application.

- a. The Event Organizer should complete the application with required attachments and return it to the Events and Facilities Supervisor no later than 45 days prior to an event. Applications for special events that include a request for a temporary closure of a state-maintained street are advised that the North Carolina Department of Transportation requires closure notification be submitted to NCDOT for approval no later than 120 days prior to the event.
- b. The Events and Facilities Supervisor will review the application for completeness and route the application to the appropriate City staff for acknowledgement of service and operations support for the event and for comment. When all requirements listed on the application have been met, the Events and Facilities Supervisor will issue a Special Event Permit to the Event Organizer for the specific event at the specified times and locations.
- c. The City of Lincolnton reserves the right to deny event activities that, in the City's view, pose a threat to public health and safety and/or if determined that the City or Event Organizer will be unable to provide adequate services to ensure public health and safety during the event. The Events and Facilities Supervisor may convene the appropriate City staff to meet with the Event Planner prior to issuing the permit and as needed after the permit is issued to facilitate coordination of activities and services.

4-2. Change in Plans. The permit is issued based on the conditions outlined in the permit application. The Event Organizer must notify the Events and Facilities Supervisor about any changes in plans, activities and/or service requirements as soon as possible, and no later than three weeks prior to the event so that accommodations can be made, if feasible. If accommodations for the proposed changes are not feasible, then the Event Planner must follow the arrangements specified in the permit application.

4-3. Permit Amendments. The Events and Facilities Supervisor shall document changes in plans in writing as an amendment to the Special Events Permit and circulate to respective City departments.

Section 5. Locations for Special Events

5-1. Events Located Within Right-of-Way. Many outdoor special events involve a temporary street closure. If the special event involves the temporary closure of a public street, use of sidewalks or other public property including event activities using parking spaces on city streets, the event organizer will need approval from the City. If the special event involves the closure of a state-maintained street, the event will also need to be approved by the North Carolina Department of Transportation. NCDOT requires 120 advance notification to approve all special events that request to temporarily close a state-maintained street. The city will facilitate this approval process but cannot guarantee NCDOT approval for requests made less than 120 days before the planned event.

5-2. Pre-Designated Routes for Organized Runs or Races. The City of Lincolnton has several pre-designated routes available for organized runs or races. Run or race event organizers are encouraged to utilize one of these pre-designated routes.

5-3. City Facilities. Event organizers may also consider use of the following City of Lincolnton public facilities that are available for outdoor special events subject to approval by the Parks and Recreation Department:

- a. Betty G. Ross Park
- b. Highland Drive Park
- c. City Park
- d. First Federal Park

Section 6. Charges and Fees

6-1. Schedule of Fees. The City may collect fees for one or more of the activities included with the special event, as outlined by the City of Lincolnton Fee Schedule. Fees may also be charged by agencies other than the City of Lincolnton for required permits and/or services. It is the Event Organizer's responsibility to identify and pay such fees.

6-2. Payment of Fees. Payment of any required fees is due to the City prior to receipt of the outdoor special event permit.

Section 7. Rules, Regulations and Requirements for Special Events

7-1. Availability/Visibility of Event Organizers Prior to and During the Event. During setup and the event itself, the Event Organizer or a designee must be on-site at all times. The Event Planner should be prepared to handle questions and problems regarding the event, such as resolving disputes among vendors, rain delays and coordination of City services.

7-2. Care of Public Property. The Event Organizer shall ensure that public property is protected from damage other than normal wear and tear, including, but not limited to, vandalism; damage to grass, shrubbery, or trees; damage to monuments, benches, or other amenities; damage to utilities and damage to sidewalks, asphalt in streets and parking lots.

7-3. Removal of Publicity Items. The Event Organizer is responsible for removal of any flyers, banners, posters and/or temporary signs placed in public areas to publicize the event immediately following the end of the event.

7-4. No Posting on Poles or Regulatory Signs. In accordance with City of Lincolnton regulations, event signs are not allowed to be attached to electric utility poles or to regulatory signs.

7-5. Permits from Other Agencies. The Event Organizer is responsible for securing any other required permits, permissions, or services from agencies other than the City of Lincolnton that may have jurisdiction over activities at the special event. A copy of these permits must be provided to the City for the Special Event file.

7-6. Insurance. Special Events require a Certificate of Insurance covering the specific event in the minimum aggregate amount of one million dollars (\$1,000,000). Insurance coverage must name the City of Lincolnton as an additional insured.

7-7. Fire Prevention. Event activities must comply with the City of Lincolnton and the North Carolina State Fire Code as administered by the City Fire Marshal.

7-8. Waste Disposal. It is unlawful to dispose of solid and/or liquid wastes in rivers, creeks, drainage ways, storm sewers, streets, parking lots or park areas. It is the responsibility of the sponsoring organization to arrange for proper disposal of grease and/or hazardous materials generated at the special event.

7-9. Portable Restrooms. It is the responsibility of the event organizer to provide adequate on-site restrooms to meet the specific needs of the event. The required number and location of restrooms for any event shall be determined by the City.

7-10. Tents/canopies.

- a. No tents and/or canopies shall be staked. All tents and/or canopies shall be secured or weighted down at all corners.
- b. No tent and/or canopy shall be erected within fifteen (15) feet of a fire hydrant or obstruct any building exit or doorway.
- c. Tents and/or canopies may not entirely block streets. A minimum of 14 feet clearance width and 13.5 feet overhead height for fire vehicle access must be maintained on all streets.
- d. Tents over cooking and/or open flames shall be required to have an attached label indicating flame resistance by National Fire Protection Association (NFPA), North Carolina State Fire Marshall, or other approved testing agency.
- e. There are additional requirements for tents and/or canopies depending on size and use. Tents and/or canopies 700 square feet or less, or when the aggregate total of multiple tents and/or canopies side by side do not exceed 700 square feet without a fire break of twelve feet, are exempt from being certified as flame retardant if all the following are met:
 - i. No enclosing side walls are present.
 - ii. No cooking or open flames.
 - iii. A minimum of twelve feet clearance is present from other structures or tents.
 - iv. At least one UL rated 2A, 10B or 10C extinguisher shall be provided for all tents exceeding 500 square feet or any size tent where there is cooking with open flames. When cooking areas include deep fryers, one (1) Class K portable fire extinguisher shall be provided for every four (4) fryers. Additional extinguishers may be required after the inspection. All required fire extinguishers shall bear a tag by a certified company verifying that the fire extinguisher has been inspected within the last 12 months. LP Gas use shall be restricted to cylinders no larger than 125 gallons water capacity (100 pounds of gas). Cylinders shall be secured to prevent over-turning.

7-11. Pets. No pets shall be allowed in the event area during Special Events unless authorized as a part of the application review. Exception shall be made for persons requiring the use of trained service animals. Service animals shall have proper identification. Service animals that pose a direct threat to others by growling, lunging, or otherwise menacing people can be barred from public access.

7-12. Alcohol. Any Special Events that serve beer, wine, spirits or other alcoholic beverages will require a contract with the City of Lincolnton approved by City Council and must adhere to all North Carolina Alcoholic Beverage Control rules, regulations and requirements.

Section 8. Provision of City of Lincolnton Services and Operational Support to Event

With proper advance notification as outlined in the Special Events Permit process, the City of Lincolnton can provide the following services and operational support for special events:

8-1 . Public Safety. Routine police and fire services are provided by the City of Lincolnton.

- a. The Police and Fire Departments will assess the need for traffic and/or crowd control and emergency response in advance based on information provided on the Special Event Permit Application and/or interviews with the event coordinator.
- b. During event set up, implementation and follow-up, public safety officials may open or close areas or take other actions that may impact the event in order to preserve public safety.
- c. The City of Lincolnton reserves the right to suspend an activity or activities if circumstances pose a threat to public health and safety and/or to public or private property.
- d. Police and fire personnel stationed on location at the event by the City are subject to being called away for emergencies in other areas of the City.
- e. The City of Lincolnton Police and Fire Departments reserve the right to determine the number of on duty and/or off duty public safety personnel needed to safely accommodate the event. If the City determines that off duty public safety personnel are required to safely accommodate the special event, hourly charges may apply for the off-duty personnel as determined by the City Police and Fire Departments.

8-2. Street closings. Upon request, the City can provide barrels, cones, and/or barricades for blocking of streets in accordance with the required deadlines prior to the event.

- a. The Event Organizer may be required to set up barrels, cones and/or barricades that the City has delivered to the event venue.
- b. Any outdoor special event request that includes a request to temporarily close a state-maintained street requires the approval of the NC Department of Transportation and submittal of the application a minimum of 120 days in advance of the event.

8-3. Solid waste services. Upon request, the City may provide delivery of temporary garbage containers to the event location prior to the event.

- a. The Event Organizer may need to place the containers in the desired location.
- b. The City will remove temporary containers at the conclusion of the event and may require that the Event Organizer consolidate containers into a single location.

8-4. Electrical and water services. Upon request, the City may provide electrical and water connections for the event.

8-5. Publicity resources. While it is the responsibility of the Event Organizer and/or sponsoring organization to notify the public about the event, the City may be able to assist with event publicity through the City's community calendar listings, the City's web site, social media and/or city outdoor signage.

Section 9. General Restrictions

9-1. Natural or civil disasters. In the event of natural or civil disasters, the City reserves the right to cancel all outstanding special event permits within the City limits. Should evacuation of a street or neighborhood be deemed necessary by fire, police, or other emergency authorities, all outstanding permits for that area are null and void. Permits will be re-granted as soon as possible following a safety evaluation by the City.

9-2. Public Safety. The City reserves the right to change, modify, update, or waive provisions of these policies where necessary for the public's safety.

9-3. Permit Cancellation or Restriction. The City reserves the rights to cancel special event permits and/or take further restrictive actions where necessary to assure adherence to these standards.

Section 10. Disclaimer of Liability; Indemnity

Every person and/or organization to whom a Special Event Permit is issued and every person who attends an Special Event acknowledges and agrees that the City of Lincolnton, its elected officials and employees, shall not be held liable for any injury, loss, damage, liability or obligation arising out of, or connected in any manner with, the planning, permitting, or conduct of an Special Event.

Every person and/or organization to whom a Special Event Permit is issued, as a condition of the issuance of the Outdoor Special Events Permit, agrees to indemnify and hold harmless the City of Lincolnton.

SPECIAL EVENT RELEASE AND INDEMNITY AGREEMENT

AGREEMENT TO RELEASE AND INDEMNIFY THE CITY OF LINCOLNTON, NC FOR

SPECIAL EVENT: _____

TO BE HELD ON: _____ from _____ to _____
Day/Date/Time

AT LOCATION: _____

Entity/Event Organizer

In consideration of the issuance of the special event permit by the City of Lincolnton, NC (hereinafter "City") to _____ (hereinafter "Event Organizer") for the above event (hereinafter the "event") and other good and valuable consideration, Event Organizer hereby agrees as follows:

The Event Organizer shall release, indemnify, keep and save harmless the City, its officers, officials, agents and employees (hereinafter collectively "Releasees") from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether, officers, officials, agents or employees of the City or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with Event Organizer's use or occupancy of trails, sidewalks, rights-of-way and/or pedestrian ways or alternative routes located within the City as may be permitted pursuant a permit (or by any person acting for Event Organizer or for whom Event Organizer is or is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of Releasees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the Releasees including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost and expenses. Expenses as used herein shall include without limitation the costs incurred by Releasees in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against Releasees. Event Organizer expressly understands and agrees that any insurance protection required as a condition to the issuance of the permit herein applied for, or otherwise provided by Event Organizer, shall in no way limit Event Organizer's responsibility to release, indemnify, keep and save harmless and defend Releasees as herein provided. Permittee expressly accepts those portions of trails, sidewalks, rights-of-way and/or pedestrian ways to be used for the event identified in Event Organizer's application for a permit and any alternative route used in their present condition.

The intention of Event Organizer and the City is that this release and indemnity be incorporated into any permit for the event issued by the City. It is further the intention of the Event Organizer and the City that this release and indemnity be broadly construed and applied in favor of Releasees, subject to the limitations, if any, set forth in N.C.G.S. 5 22B-1.

AGREED BY: _____
Signature & Printed Name Date

OF: _____
Organization Name



City of Lincolnton

114 W Sycamore Street
Lincolnton, North Carolina 28092
(704) 736-8980 * Fax (704) 736-8995



Special Event Permit for: _____

Day/Date/Time: _____

Departmental Review & Approval

FIRE DEPARTMENT

Name of official: _____ **Date:** _____ **Approved:** ☐ Yes ☐ No

Conditions:

POLICE DEPARTMENT

Name of official: _____ **Date:** _____ **Approved:** ☐ Yes ☐ No

Conditions:

PUBLIC SERVICES – Solid Waste/Streets

Name of official: _____ **Date:** _____ **Approved:** ☐ Yes ☐ No

Conditions:

PARKS AND RECREATION

Name of official: _____ **Date:** _____ **Approved:** ☐ Yes ☐ No

Conditions:

EVENTS & FACILITIES

Name of official: _____ **Date:** _____ **Approved:** ☐ Yes ☐ No

Conditions:

NOTES:

ITEM #

2b

Retirement Recognition
for Ricky Frye effective
July 1, 2021

ITEM #

3

PUBLIC HEARINGS

ITEM #

3a

CZ-3-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

SUBJECT: CZ-3-2021 Request for rezoning of approximately 3.97 acres from PB to GB (CD) for Lincoln County Emergency Medical Services Operation

DATE: June 3, 2021

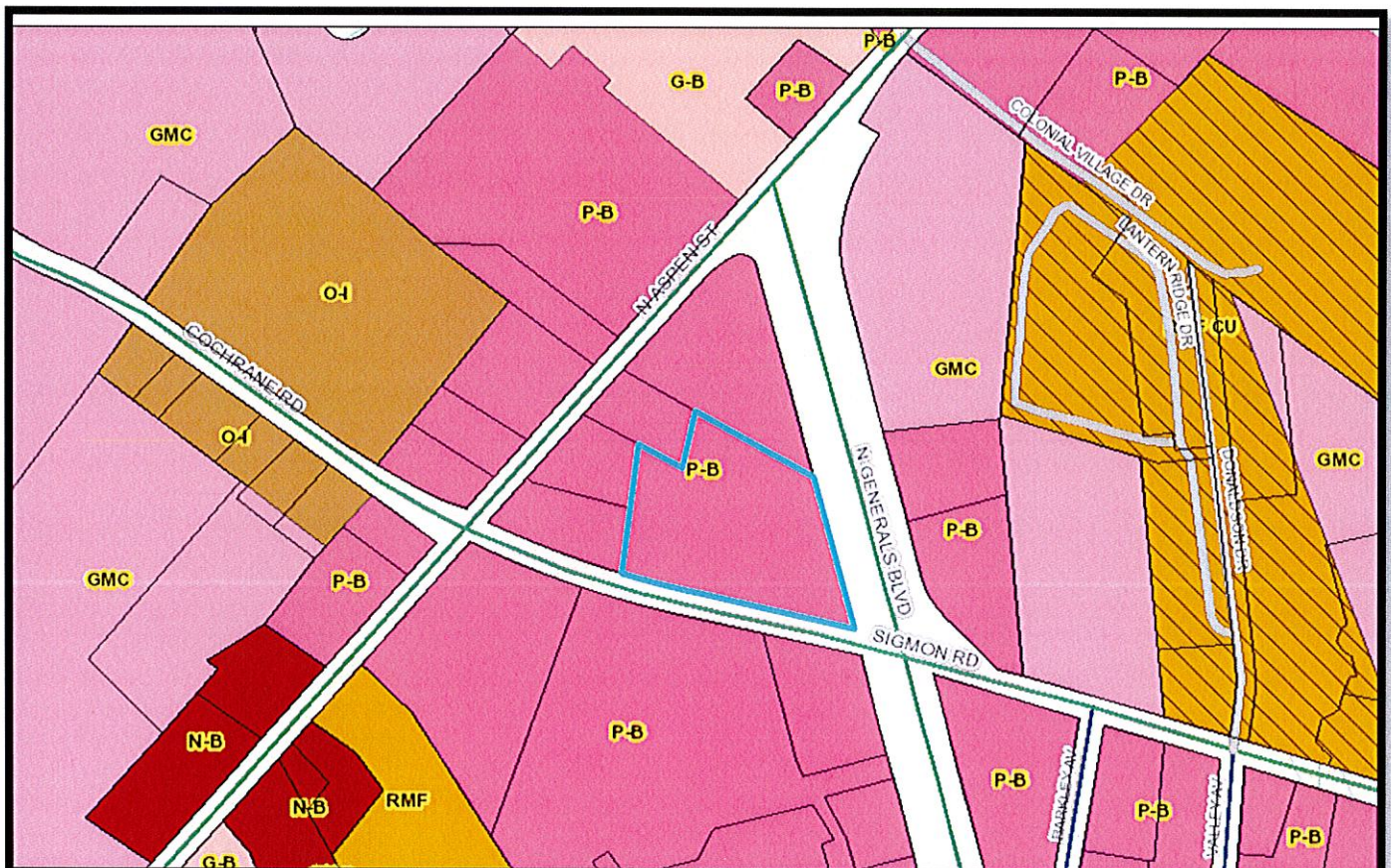
SITE AND AREA DESCRIPTION

The applicant is requesting a conditional rezoning from PB (Planned Business) to the General Business (Conditional District) (GB-CD) in order to construct an Emergency Medical Services Operations Center.

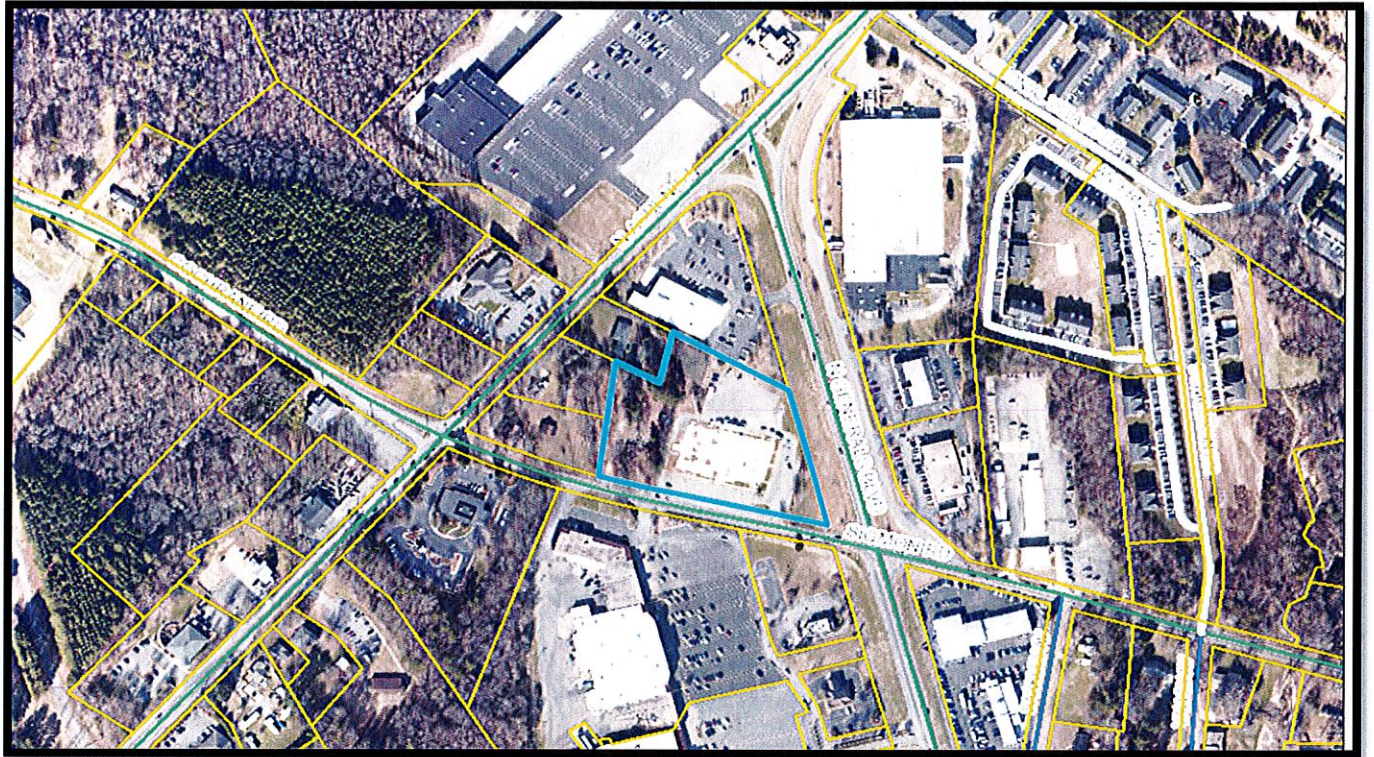
The subject property is located at 151 Sigmon Road (Parcel ID 01285). This is the site of the Old Lincoln County Health Department, which was recently demolished. Lincoln County also bought an adjoining property which was a single family residence. The total site area is 3.97 acres. The entire site is currently vacant.

The adjacent properties are primarily commercial with several single family dwellings in the vicinity. Zoning around the site is commercial.

CURRENT ZONING MAP



AERIAL VIEW



STREET VIEWS





SITE PLAN

The proposed Emergency Services Center will be a one level 52,863 square foot structure and will include 117 parking spaces. There will be one entrance onto Sigmon Road. There will be a second entrance onto North Generals Boulevard subject to the issuance of an NCDOT driveway permit.

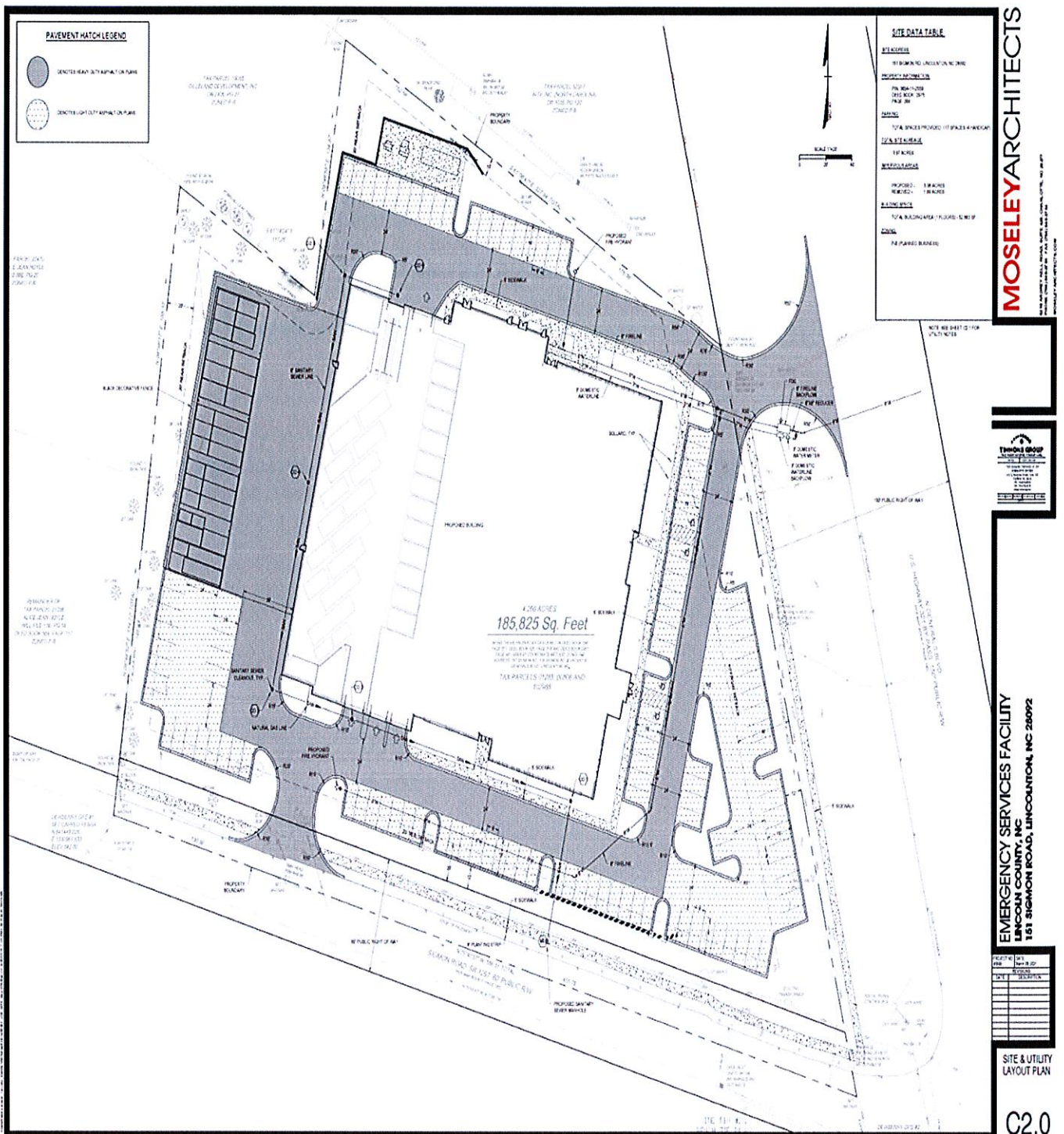
A five foot sidewalk will be installed along Sigmon Road and along North Generals Boulevard. Sidewalk is also provided internally within the site.

From Lincoln County concerning the use:

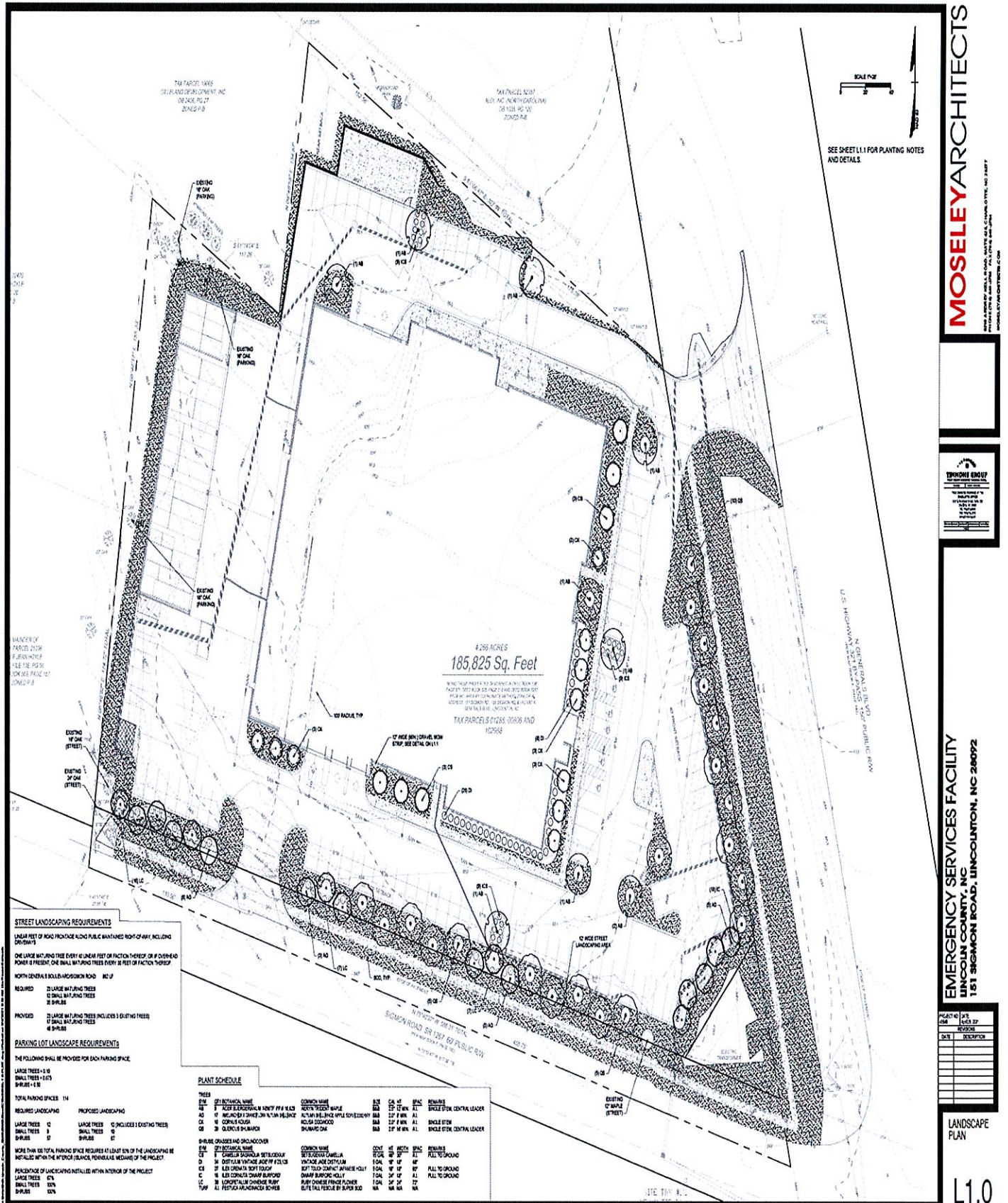
Currently, several emergency services related departments of the county are in separate buildings at various locations. This facility will allow those agencies to be in one centralized place, to be operated more efficiently, and collaboratively. The Emergency Services Center (ESC) of Lincoln County will house several of the County's emergency response and public safety related services including Emergency Medical Services (EMS), the Fire Marshal's Office, and Emergency Management. The new 50,000+ sq. ft. facility will house a 28 terminal Emergency Operations Center (EOC) with room for expansion, a large training room, and will also include space for a backup Public Safety Answering Point (PSAP) for Lincoln County E-911 Communications. In addition to serving as a means to organize all of the departments under one roof in one location, the facility will include much needed dry space for special equipment, vehicles, and response units. The location of the facility along a N Generals Blvd. (a main traffic corridor) is more convenient for the public, will allow for improved access including 117 parking spaces, and is designed so that citizens, businesses, and the media can interact with these

departments more easily. Lincoln County has worked diligently in this effort to design a facility that is as efficient as the agencies and first responders that will use it. The facility will enable these agencies to maintain equipment more effectively, improve emergency training, decrease response times to accidents/events, and most importantly collaborate better during emergency situations. Public Safety is a top priority for Lincoln County and this facility supports the mission to serve the citizens in that regard.

The applicant's site plan is below:



SITE PLAN WITH LANDSCAPING



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. A maximum of 74% of the site can be impervious surface based on a variance being issued by the Board of Adjustment (If the variance is not granted the maximum is 70%),. Detailed calculations must be given prior to development.
2. A sidewalk constructed to City of Lincolnton specifications must be constructed along the entire frontage along North Generals Blvd and Sigmon Road.(This is shown on the site plan)
3. Coordinate all utilities through the City of Lincolnton utilities department.
4. Coordinate electrical locations with the City of Lincolnton Electrical Department.
5. The City Fire Inspector will need to review and approve all plans prior to development.
6. NCDOT driveway permit required for both Sigmon Road and North Generals Blvd. North Generals Blvd. is a partial controlled access route. All necessary permits must be obtained prior to development. If access is not granted on North Generals Blvd. Site plan will need to be updated.
7. Erosion control plans must be submitted and approved by the North Carolina Department of Environmental Quality.
8. Building plans must be submitted and approved by Lincoln County Inspection prior to development.

LAND USE PLAN

The Land Use Plan shows the property in the Planned Business Planning area. The Land Use Plan notes Planned Business Planning Areas encompass most commercial areas along the City's major corridors. New developments are recommended to be compact in nature with buildings oriented towards abutting public roads and with pedestrian accessibility both leading to and within the site being of high importance. The proposed rezoning to the conditional General Business (GB-CD) District would comply with the land use plan in staff's opinion.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff recommend the following actions:

- approval of the request for rezoning from PB to the General Business Conditional District (GB-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 to abide by the conditions of approval.

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

Case No. CZ-3-2021

Applicant: Lincoln County

Parcel ID#: 01285

Location: 151 Sigmon Road

Request: Rezone from PB to General Business Conditional District (GB-CD) for the purpose of constructing an Emergency Medical Services Operation.

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Planned Business Planning Area. The Land Use Plan notes Planned Business Planning Areas encompass most commercial areas along the City's major corridors. New developments are recommended to be compact in nature with buildings oriented towards abutting public roads and with pedestrian accessibility both leading to and within the site being of high importance.

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-3-2021

Applicant: Lincoln County

Parcel ID#: 01285

Location: 151 Sigmon Road

Request: Rezone from PB to General Business Conditional District (GB-CD) for the purpose of constructing an Emergency Medical Services Operation.

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Planned Business Planning Area. The Land Use Plan notes Planned Business Planning Areas encompass most commercial areas along the City's major corridors. New developments are recommended to be compact in nature with buildings oriented towards abutting public roads and with pedestrian accessibility both leading to and within the site being of high importance.

The proposed rezoning request **is consistent** with the Lincolnnton Land Use Plan. However, the proposed institutional/office use is not viewed as desirable in the area. It would be preferable to have additional retail and/or restaurant type uses in this area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

MOTIONS FOR PUBLIC HEARING

For approval of request:

- Motion to approve as recommended by Planning Board.

For denial of request:

- Motion to deny request for rezoning.
- Motion to approve statement of consistency for denial of request.

ITEM #

3b

CZ-4-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

SUBJECT: CZ-4-2021 – Application from Carolina Development Services, LLC requesting the rezoning of approximately 63.9 acres from R-15 to R-8 (CD)

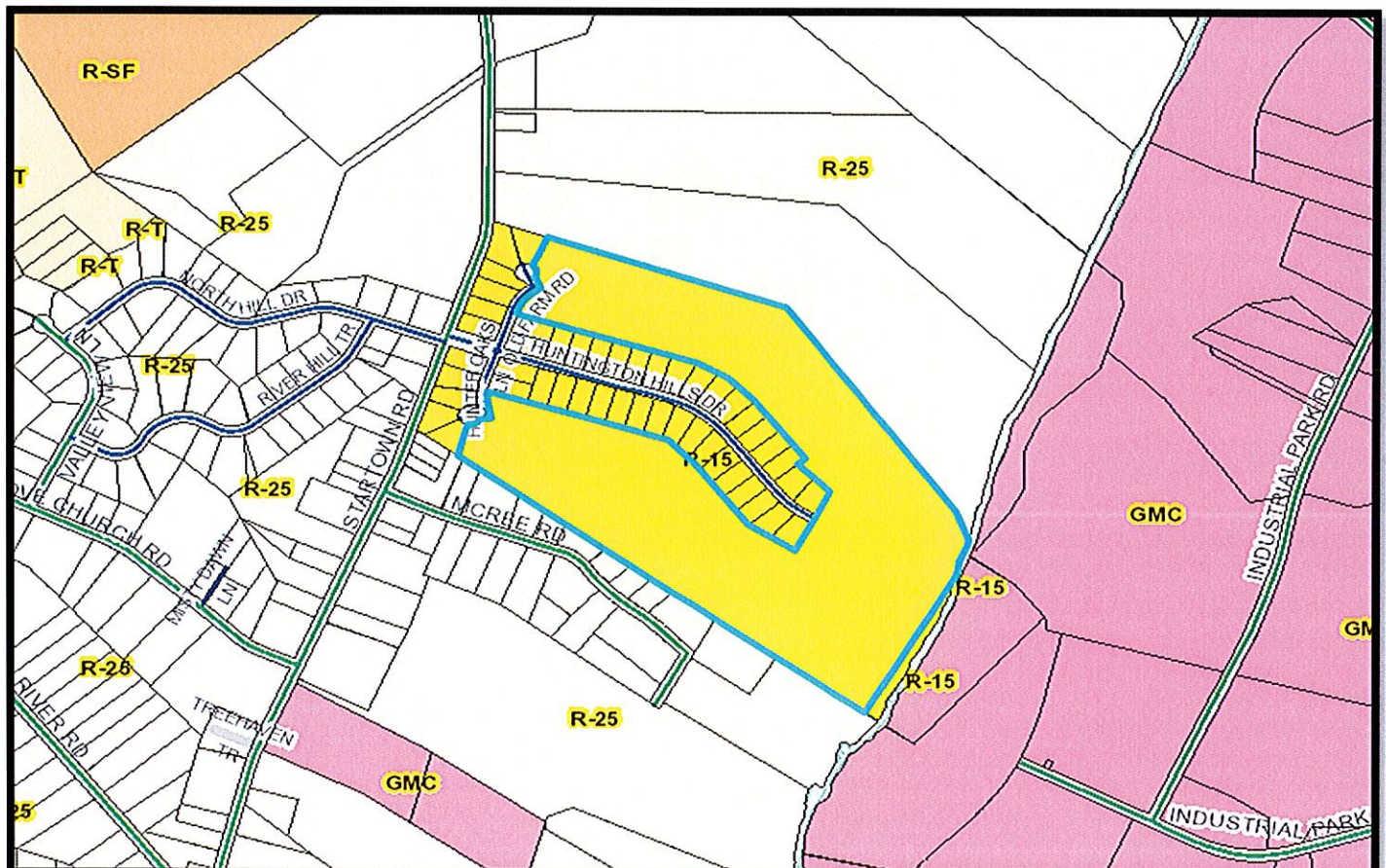
DATE: June 3, 2021

SITE AND AREA DESCRIPTION

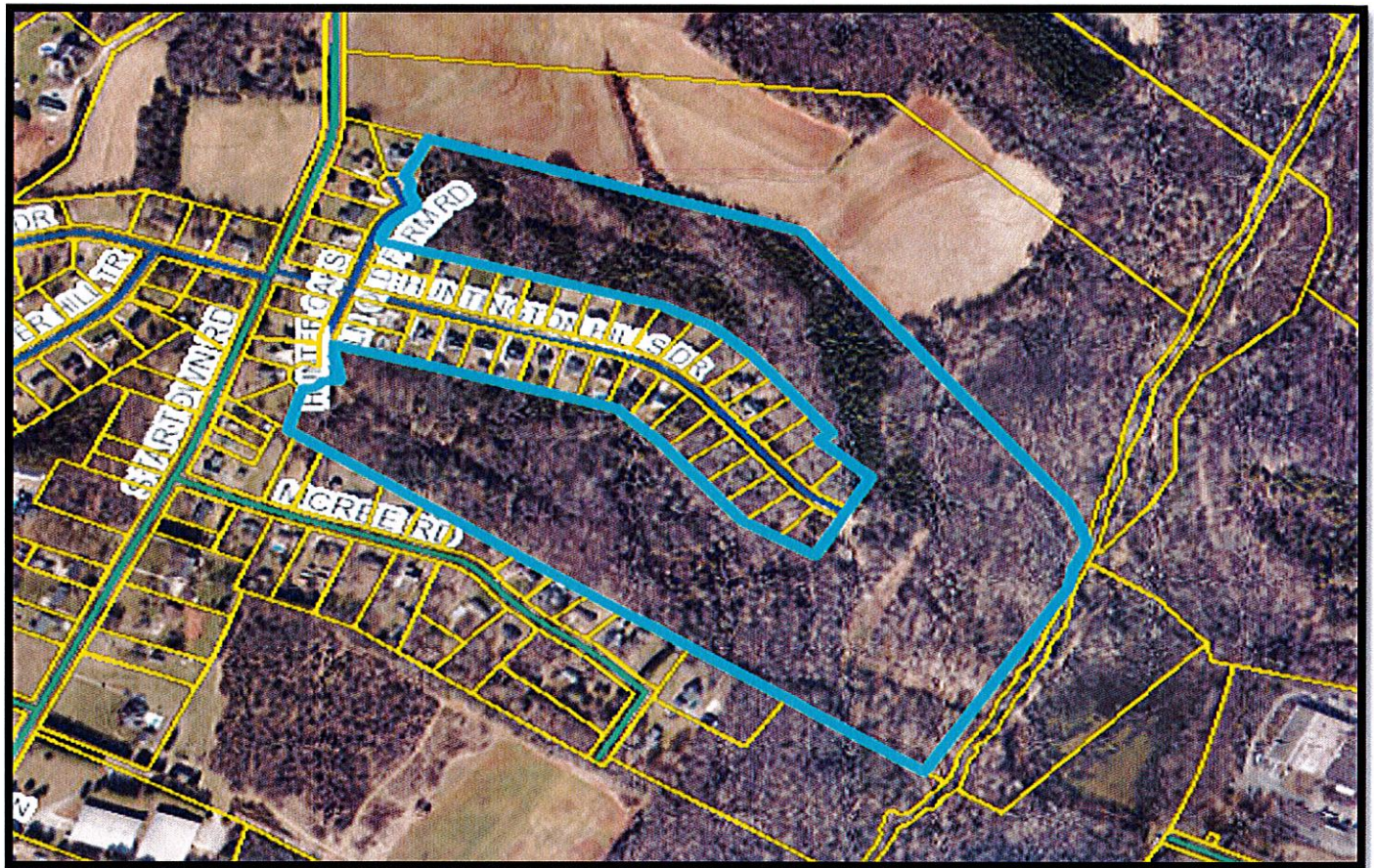
The applicant is requesting the rezoning of approximately 63.90 acres from the Residential-15 (R-15) district to the Residential-8 (R-8(CD) district. The subject property is located within the Huntington Hills Subdivision off Huntington Hills Drive, Old Farm Road, and Hunter Oaks Lane (Parcel ID 71879).

The subject property is vacant. Adjoining land uses in the area include a mixture of single family residential and vacant properties. Further to the east, properties are zoned GMC and include a mixture of industrial uses and vacant properties.

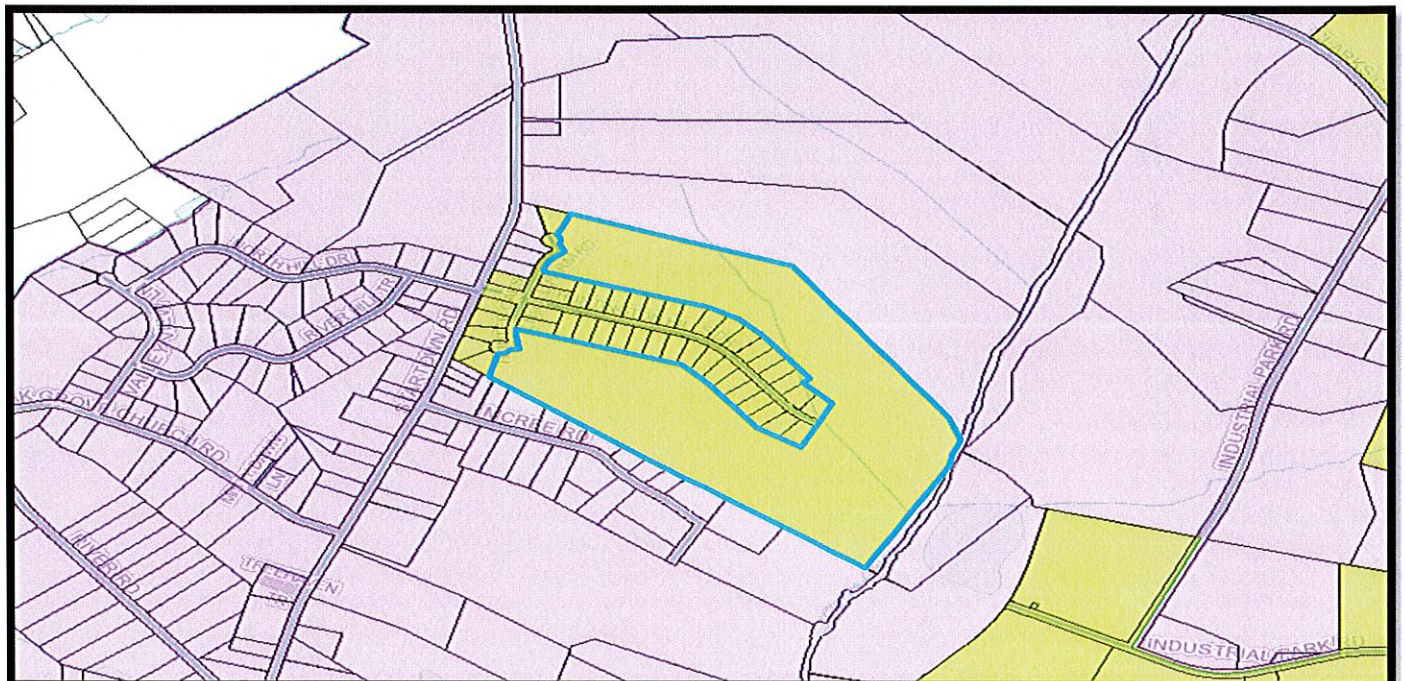
CURRENT ZONING MAP



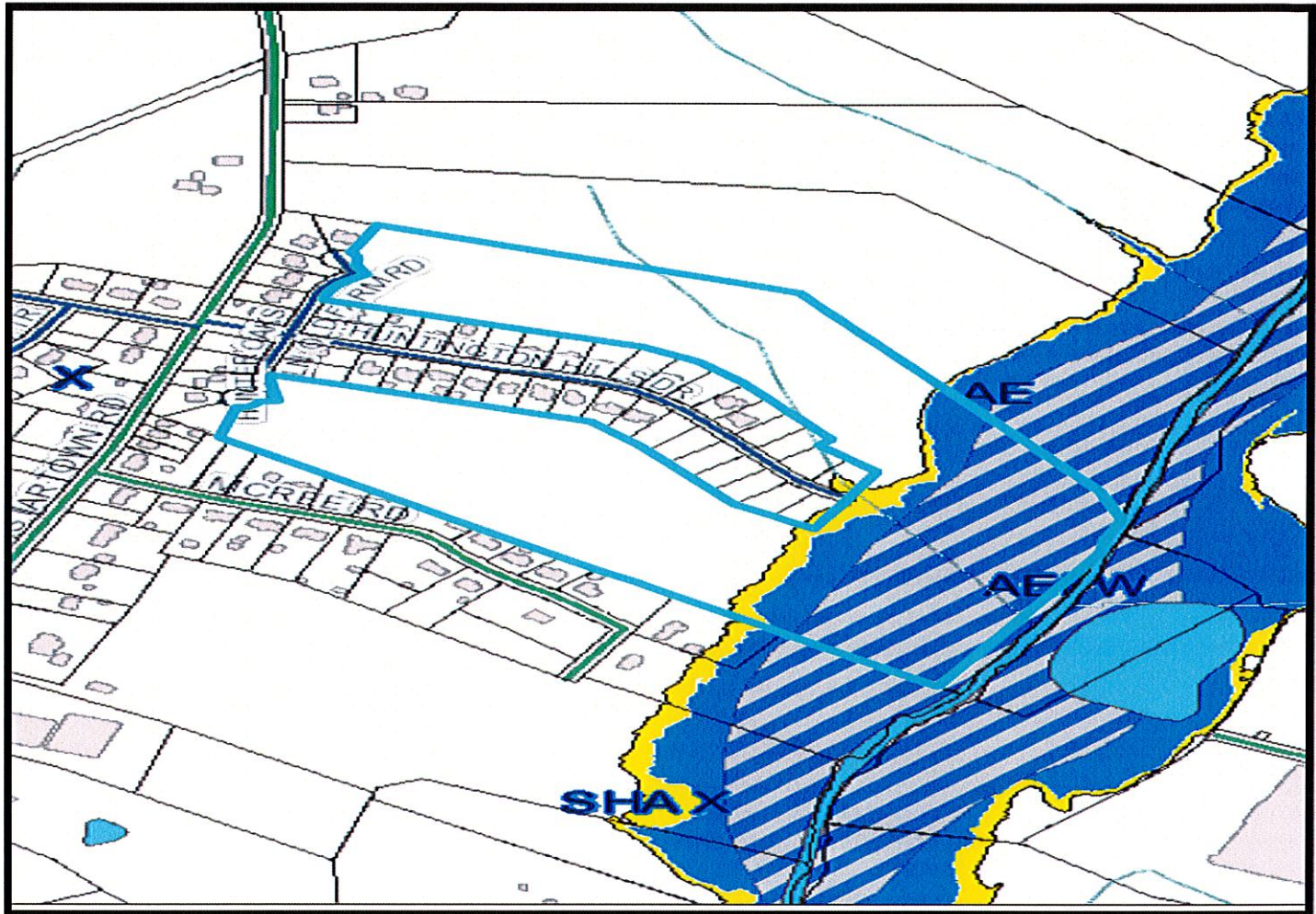
AERIAL VIEW



CITY LIMITS/ETJ BOUNDARY MAP

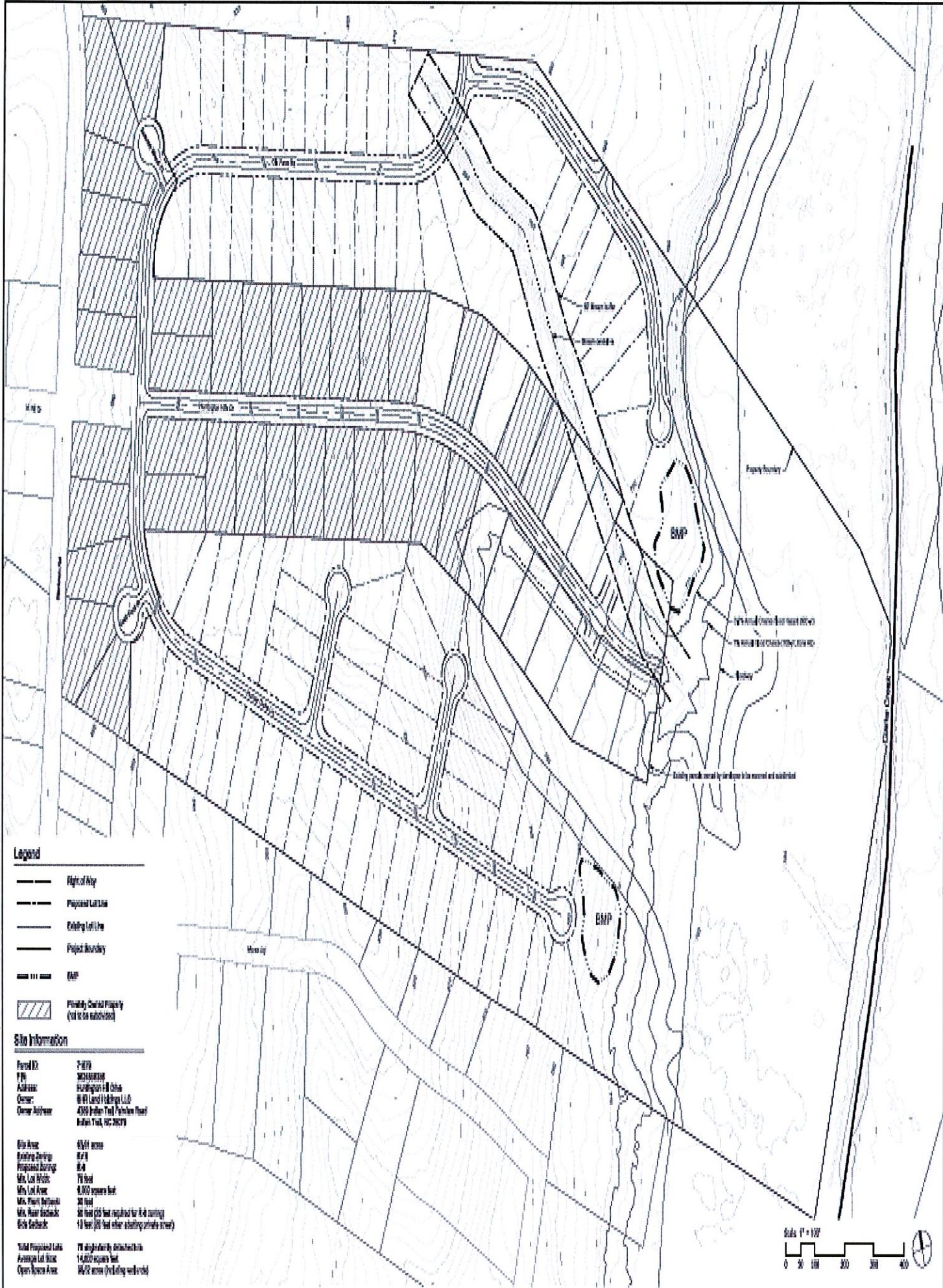


FLOOD MAP



SITE PLAN

- The proposed development consists of 79 single family detached homes.
- Access is provided through extensions of Old Farm Road and Hunter Oaks Lane.
- The minimum lot width is 70 feet.
- The minimum lot size is 6,000 square feet.
- The average lot size is 14,000 square feet.
- The open space area includes 38.5 acres including wetlands and floodway.
- In some locations, the proposed layout creates new lots that are relatively consistent with existing developed lots. In other locations, the proposed new lots are roughly 2/3rds the width of existing lots.
- The applicant's site plan is below:

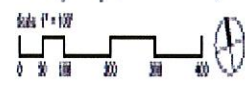


Legend

- Right of Way
- Proposed Lot Line
- Existing Lot Line
- Project Boundary
- BMP
- Privately Owned Property (not to be subdivided)

Site Information

Parcel ID:	7-0770
PPN:	3024000000
Address:	Huntington Hills Dr
Owner:	88 W Land Holdings LLC
Owner Address:	4300 Indian Trail Parkway West Indian Trail, NC 28079
Site Area:	65.61 acres
Existing Zoning:	R-7
Proposed Zoning:	R-4
Min. Lot Width:	75 feet
Min. Lot Area:	6,000 square feet
Min. Front Setback:	20 feet
Min. Rear Setback:	20 feet (25 feet required for R-4 zoning)
Side Setback:	10 feet (20 feet when abutting private street)
Total Proposed Lots:	75 single-family detached lots
Average Lot Size:	14,000 square feet
Open Space Area:	88.52 acres (including wetlands)



MERRICK

TrueHomes

Huntington Hills
Lincoln, NC

Sketch Plan

DATE: 11/11/2024
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: 1" = 100'

1

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. Major subdivision approval required.
2. The City Fire Marshal will need to review and approve all plans prior to issuance of building permits. The development will need to have a secondary access point or the new houses will need to include sprinkler systems.
3. Erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development. Requirements include 25 year storm basins, 100 foot construction entrance, and double row silt fence with hog wire along waterways.
4. NCDOT driveway permit required. A right deceleration lane would be warranted.
5. The applicant will need to coordinate utilities with City Public Works Department.
6. The proposed new lot on Old Farm Road across from Autumn Wood Court is configured in such a way that the back of the house could be oriented to the front of the existing house on the abutting lot to the south. That proposed lot should be reconfigured to be generally consistent with the existing lots.
7. Any newly constructed house on the proposed lot located on the south side of Hunter Oaks Lane at Quail Field Place should be oriented to Quail Field Place rather than Hunter Oaks Lane so that its rear is not oriented to the front of any future home to be built on the abutting vacant lot to the west.
8. Any newly constructed house on the proposed lot located on the north side of Old Farm Road at Autumn Wood Court should be oriented to Autumn Wood Court rather than Old Farm Road so that its rear is not oriented to the front of the existing home on the abutting lot to the west.
9. The size, scale, architectural materials and architectural treatment of houses within the proposed development should be consistent with currently existing homes located in Huntington Hills.
10. Accessory buildings should not be located in front of the principal structure.

LAND USE PLAN

The Land Use Plan includes the property in the Traditional Single Family planning area consisting of single family uses on smaller to medium sized lots in older established portions of the community.

The Land Use Plan also includes the following recommendations:

- Protect the integrity and viability of the City's established residential neighborhoods.
- In established single family residential neighborhoods outside of "Old Lincolnton," continue to promote single family development that complements existing development patterns.

STAFF RECOMMENDATION

While the proposed lot layout creates several areas with new lots that are relatively consistent with existing developed lots, it also creates areas with new lots that are roughly 2/3rds the width of existing lots. In some instances, it appears that newly constructed houses could be oriented so that their back orients to the front of an existing home.

Therefore, staff is not able to confirm that the proposed development is consistent with the Land Use Plan's recommendations regarding

- 1) protection of the integrity and viability of established neighborhoods and
- 2) continuation of single family development that complements existing development patterns.

In the event Planning Board views the proposed development favorably and recommends its approval, staff suggests the staff review committee comments be made conditions of approval.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Staff noted the following:

- The case was tabled at last month's meeting in order to allow the applicant additional time to submit a conditional rezoning site plan.
- The proposed site plan allows for 79 single family homes on individual lots.
- The plan includes approximately 38 acres of open space that is primarily wetlands and floodplain that can't be developed.

- The Land Use Plan notes the area in the Traditional Single Family Planning Area consisting of smaller to medium sized lots in older established portions of the community.
- The Land Use Plan also includes the following recommendations:
 - Protect the integrity and viability of the City's established residential neighborhoods and
 - In established single family residential neighborhoods outside of "Old Lincolnton", continue to promote single family development that complements existing development patterns.
- The proposed lot layout creates some areas with new lots that are relatively consistent with existing developed lots.
- However, staff is concerned about the areas where newly created lots are going to be abutting existing single family homes on lots that were developed under the R-25 development standards. The existing lots are 100 feet in width as compared to the proposed new lots that would be 70 foot in width.
- Staff recommends that some attention be given to those areas to make sure that the new development is what the people who bought these homes would have anticipated on adjoining properties.
- Without that being adequately addressed, staff views the proposed development as not being complementary to the existing neighborhood.

The applicant's representative noted the following:

- The proposed development would be limited to single family lots. There would be no multi family development.
- The reason for the rezoning request is to be able to reduce the lot width and go to a 70 foot wide product.
- The original 1996 site plan contained a total of 139 lots, 37 of which have now been developed.

- What the 1996 site plan did not reflect is the wetlands on the site. So that means that you have to scale it back because you can't build the roads and lots where the 1996 plan had them.
- Our proposed plan includes 79 lots. With the 37 existing developed lots, that is a total of 116 lots, 23 less than originally intended.
- The 1996 plan included a lot more lots in the area close to Clarks Creek than is possible due to wetlands and floodplain.
- We are looking for the 70 foot lot width associated with the R-8 district. We still want to provide the same lot depth. Since half the site is developed, we would be putting in 200 foot deep lots anyway.
- One thing we did hear from the community was the need for buffering where the backs of our lots meet the backs of existing lots and also including the corner side lots that staff mentioned. We agree with that. Where the minimum rear yard setback is 25 feet, we would provide a 50 foot rear yard setback.
- The applicant's representative presented an exhibit showing buffer areas in rear yards and stated the buffer areas are to make sure we can do our best to preserve existing vegetation and limit buildings from being located in those areas.
(See attached exhibit labeled "Concept Plan" The Concept Plan delineates in red the proposed "buffer areas" in rear yards.)
- In terms of average lot size, the 1996 plan contemplated 100 foot x 200 foot lots which are 20,000 square foot lots.
- The way our lot configuration works is we are averaging 14,000 square feet lots. The smallest lot is a little over 11,000 square feet which is essentially double the minimum allowed under R-8. We are not trying to shoehorn in small lots. We want to be compatible. We just want to adjust that lot width a bit.
- We think overall on lot size and looking at architectural character, that we can be compatible in that manner.
- The applicant's representative presented an exhibit showing the building envelope of a typical lot with a 70 foot lot width, an average 200 foot lot depth, 10 foot side yard setbacks, 30 foot front yard setback and 50 foot rear yard setback.
(See attached exhibit labeled "Lot Configuration").

- The environmental issues on the site include a main tributary and Clarks Creeks. It's the tributary drainageway that torpedoes the 1996 plan and that's what we're designing around. There is also the 100 year floodplain and the wetlands delineation area and its significant, particularly on the south side of Huntington Hills Road where it reaches back into the site.
- The applicant's representative referred to the concept plan exhibit showing rear yard "buffer areas" and stated that anywhere the back of one of our lots abuts the back of another lot we want to do this double setback. On the cul-de-sac lots, we recognize that it does get tricky. You can't really offset that because it starts to eat into the building pad. But we want to look at lot orientation on these corners. We have talked internally about some ways to turn those lots to try to address some of staff concerns about building orientation and which way they're facing.

A Board member asked how the buffer would work.

- The applicant's representative responded that the increased rear yard area is about tree preservation. It is trying to maintain existing vegetation that isn't in the immediate building envelope area. It gets down to grading and the road profile.

A Board member asked who owns the buffer area. If a tree falls, who is responsible?

- The applicant's representative responded that the buffer is actually contained within the new lots that we're proposing so it's a setback.

A Board member asked since the buffer is in the property owner's lot, if they wanted to get rid of the buffer, could they?

- The applicant's representative responded that technically, if the new owner wanted to take down every tree, they could. They could not build in that area, but it is their private property and they could landscape it as they see fit.
- The applicant's representative stated that they would put a requirement on the site plan that the buffer is not to be disturbed. If disturbed, then the owner would have to replant.
- The applicant's representative said they could stipulate a minimum caliper size that cannot be removed and if removed, then the owner would have to plant back equal caliper inches.

A Board member asked if there is any kind of architectural design commitment to make sure that the new homes are in line with the existing homes.

- The applicant's representative responded that the UDO does not require that but it is our intent to build using the same types of materials that are out there now. We don't want to create an incompatible architectural style.
- The applicant's representative stated they will use the same architectural materials being used there now.

A Board member asked about the minimum square footage for houses.

- The applicant's representative responded that we have not set a minimum size but our average will be higher than the 1500 square foot average for their HOA..

Comments, questions and concerns from residents of Huntington Hills:

- What will the price ranges be? Will these be cookie cutter homes? I am concerned about my home's value being brought down.

Response from Applicant:

- ✚ The applicant's representative responded that they will probably in the \$275,000 to \$375,000 price range.

Comments, questions and concerns from residents of Huntington Hills:

- I live on a cul-de-sac so I am concerned about how the cul-de-sacs will be affected. We chose a cul-de-sac because of the quiet and low traffic.
- Will there be new electrical, water and sewer lines to service the new homes?
- Is the plan showing a construction entrance?

Response from Applicant:

- ✚ The applicant's representative responded that the road that is stubbed to the site to the north is to provide future connectivity to that site and that connectivity is required by the UDO.
- ✚ The applicant's representative also noted that he has received a letter from the City Utilities Director stating the city is willing to serve the site and the city has the capacity to serve water, sewer and electrical at the site.

Comments, questions and concerns from residents of Huntington Hills:

- The Huntington Hills neighborhood has restrictions and covenants that include a 1500 square foot minimum house size. We also ask builders to attach a minimum two car garage to the house.
- The average house value is about \$337,000. The average house size is 2,232 square feet. All homes have two car garages. All are built to the setback easement of the neighborhood which is well above the minimum requirement.
- We appreciate Carolina Development promising to adhere to our covenants and restrictions but what if the site gets sold. What's going to hold back a new owner or new developer from building duplexes since R-8 allows that. R-8 is designed for high density development.
- Huntington Hills is well established and it's a desirable neighborhood because we have the large R-15 lots. We would like to keep it that way.
- If this were your neighborhood, I am sure you would have the same concerns we do. We ask that you stand with Huntington Hills and vote no to rezoning to R-8.

A Board member asked if there is an indication in the covenants that a two car garage is required.

- A resident stated there is not but we do ask builders to provide a two car garage because it continues the same look as our houses in the neighborhood.

A Board member asked if staff could address the impact of the site being sold after the rezoning.

- Staff responded that the proposed R-8(CD) conditional rezoning would limit development of the site to 79 single family homes regardless of the ownership. The conditional rezoning would run with the land.

A Board member asked if the items the developer is saying they will require can be attached to the approval.

- Staff confirmed with the applicant that they will submit a revised site plan or letter outlining the additional commitments.

Comments, questions and concerns from residents of Huntington Hills:

- I've been told that there is no additional sewer capacity. They want to do R-8. Is there not an R-12? If you are not going to develop on 8,000 square foot lots, why are you seeking R-8? Why not seek R-12 and do 12,000 square foot lots? Then we would not have to worry about whether the site changed hands.
- They said they would build with like or similar materials. But they are not building like styles. They build on a slab, not on a crawl space. That makes a big difference in a house. Every home they built in our neighborhood has a front loaded garage instead of a side loaded garage. That is not a similar style.
- Who would enforce the buffer requirement? When someone comes in and wants to take down the trees, who looks after the community's needs? So there is no buffer is what I am saying. Everybody owns their land and that's their land and they can do what they want with it.
- The covenants do contain restrictions on materials and on sheds. There are no metal buildings. I don't know if the developer has thought everything through. These are things that are enforced by our HOA.
- I worry that, in an effort to get as high a concentration as can be put in here, people moving in will not understand that there are covenants and restrictions. The covenants and restrictions have to go through a process to be changed which includes a vote by the HOA.
- I worry about it not having a two car garage or even a one car garage.
- I worry about it not having the kind of foliage that people in our community have that makes a yard look nice and is part of the look of the neighborhood.
- A nearby subdivision that is similar but has no trees just does not have the same look as Huntington Hills. The look does matter. It does change everything. I am also concerned about water, sewer and electricity with the problems we already have with electricity.

A Board member asked if the Huntington Hills covenants would apply.

- A resident responded that the original developer did not file the deed restrictions correctly and only a portion of the neighborhood falls under the HOA. But if the developer is wanting to get along and complement the neighborhood, why wouldn't they agree to have their neighborhood fall under our covenants? It should fall under the Huntington Hills covenants.

Response from Applicant:

- ✚ The applicant's representative noted that we want to blend into the neighborhood. We want to use similar building materials and have similar house sizes or larger if that is what the market bears. The market has already been established for the neighborhood. We don't want to deter anybody from it. We will make the buffers a requirement for the buyers.
- ✚ We don't have a builder yet so we don't know the details of what the builder will do. But we will have a requirement to match what's in the neighborhood.
- ✚ We will have double garages as an option for buyers but we don't want a mandate for garages. Some buyers may not want a double garage.
- ✚ We want to make sure the neighborhood is satisfied with what's there. We have lowered the number of lots from 139 to 79 lots. Their neighborhood was established 25 years ago. Their trees are grown. It will take some time for the vegetation on new lots to get established.

A Board member asked if it had been determined yet if the homes would be on slabs.

- The applicant's representative said it has not been determined.

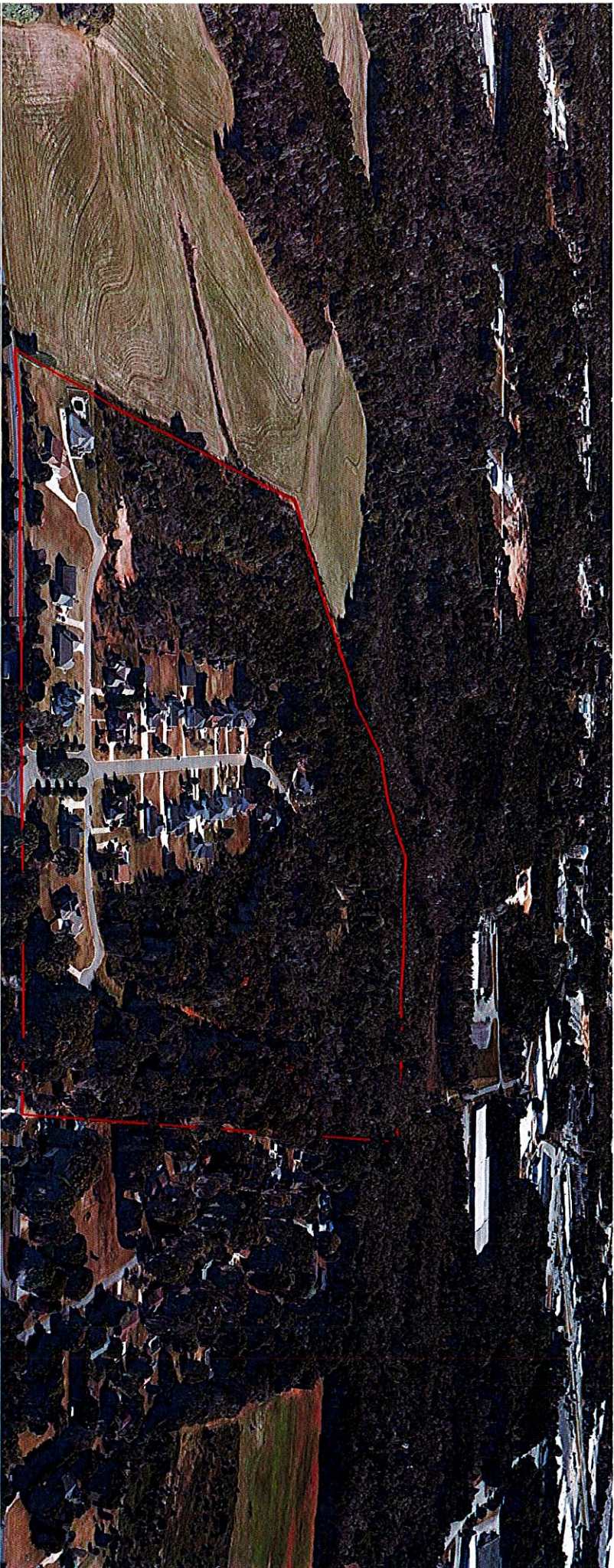
A Board member asked if R-10 with an 80 foot lot was considered. What is the difference in lots comparatively?

- The applicant's representative noted the proposed site plan includes 38 acres of open space. Under the 1996 site plan, that area did not get set aside as open space. We have to pay for that land. We have to make up that money. If we went with 80 foot lots, we would probably lose about a half a dozen lots or more.

PLANNING BOARD RECOMMENDATION

The Planning Board recommends the following actions:

- approval of the request for rezoning from R-15 to R-8(CD) subject to the following:
 - the commitments made by the applicant during the Planning Board hearing regarding use of similar architectural materials and the rear yard “buffer areas” being made conditions of approval and
 - 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 to abide by the conditions of approval.



Huntington Hills Rezoning

City of Lincoln Planning Board Meeting

4:00PM, Tuesday, May 18, 2021



MERRICK

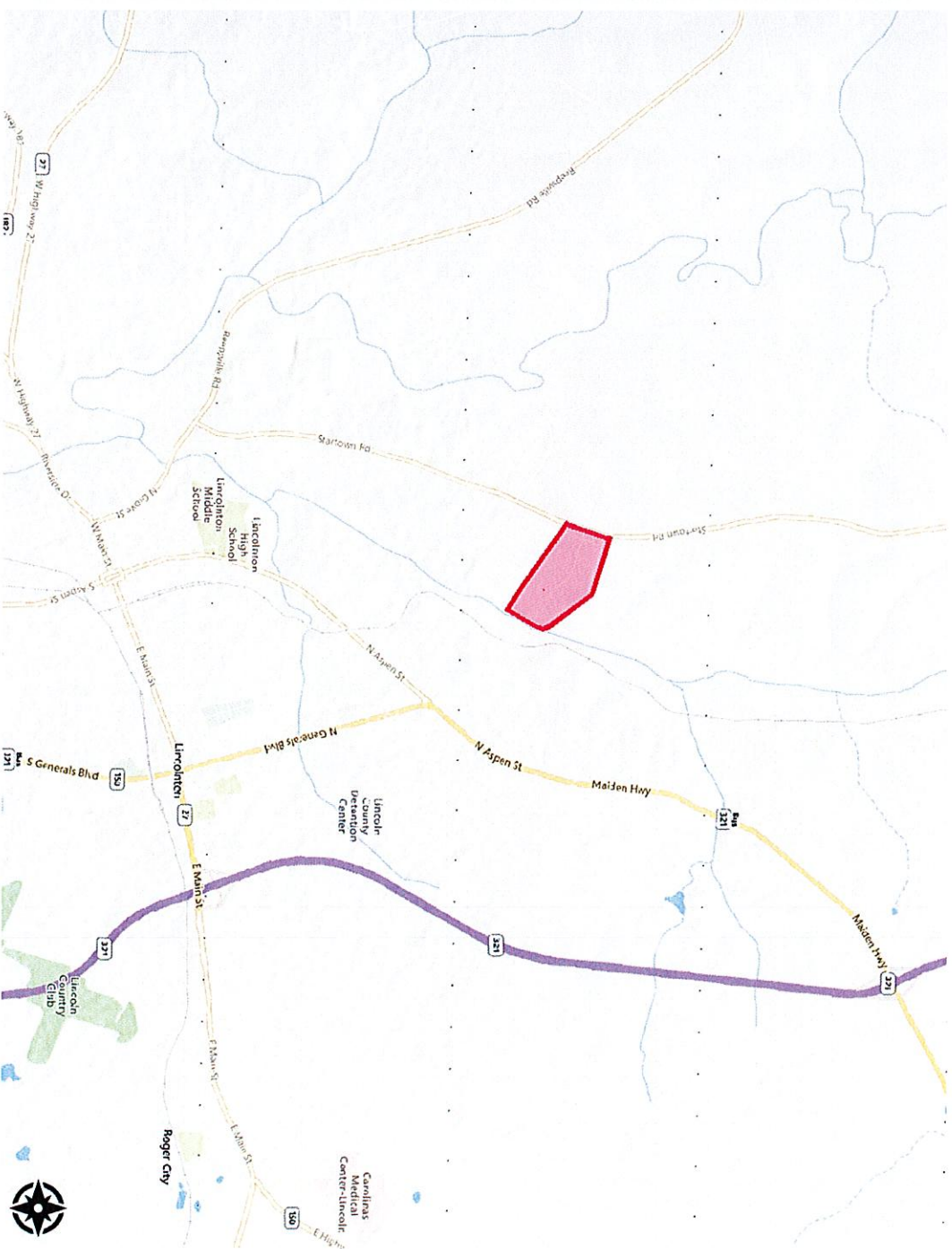
Team Introduction

- Team Members:
- Merrick & Company
 - Ian Anderson, PLA
- Carolina Development Services, LLC
 - Michael Sandy, AICP, CZO, CFM



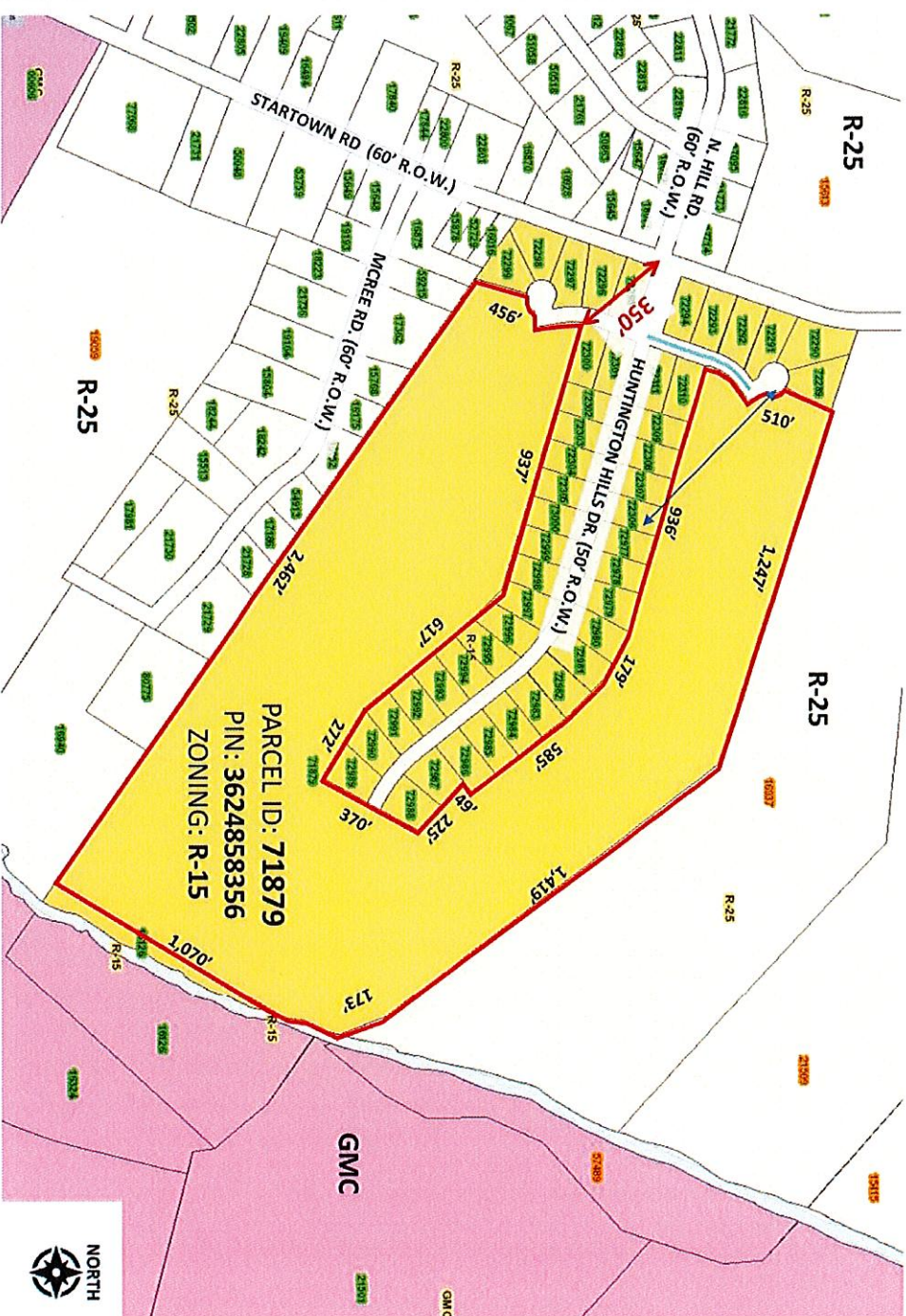
Project Location

- 90-acre property located at the intersection of Startown Road and Huntington Hills Drive



© 2000 Blackwell Science Ltd

- *Two-family homes
are not planned for
this development

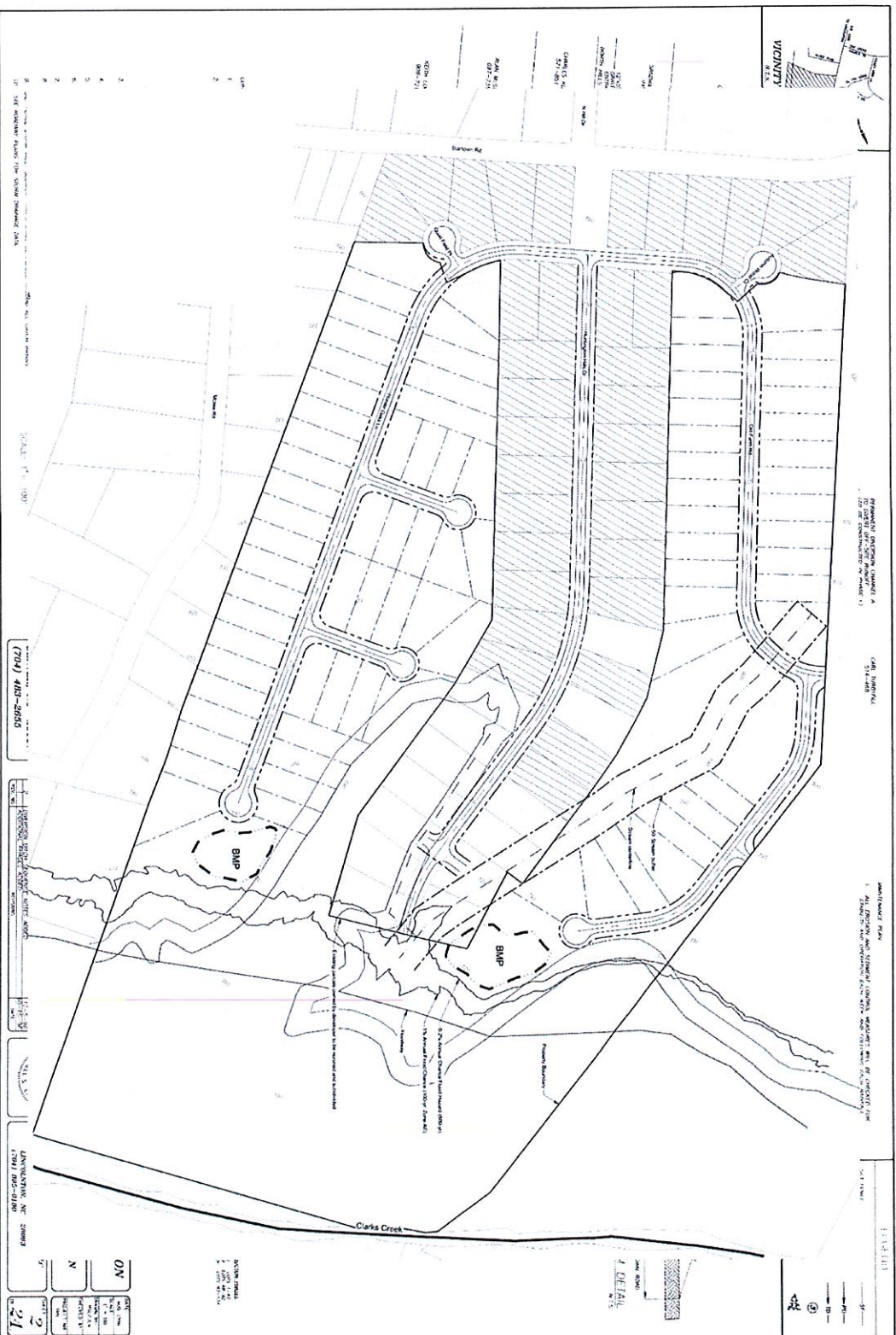


1996 Development Plan

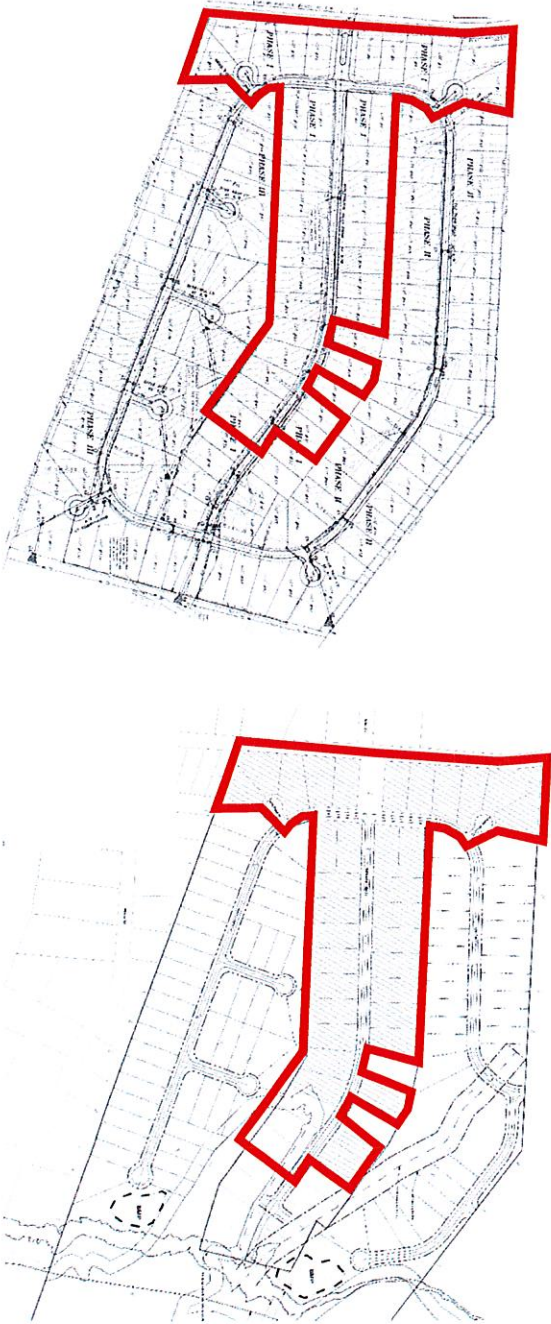
- 139 total single-family detached residential lots
- 37 developed residential lots

Proposed Development Plan

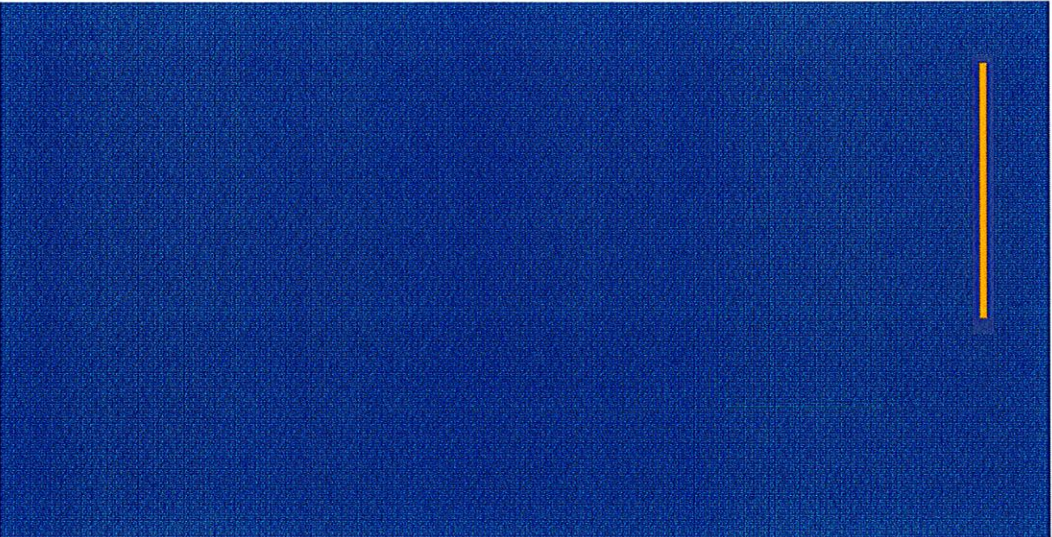
- +/- 79 proposed lots
- 116 total single-family detached lots



Plan Comparison



	1996 Plan	Concept Plan
Total number of homes	139 single-family detached	116 single-family detached (+/-79 proposed + 37 existing)
Min. lot width	100' (min. 90' for R-15 zoning)	70' (min. 70' for conditional zoning)
Avg. lot depth	200'	200'
Rear setbacks	25'	50' (min. 25' required)
Side setbacks	10'	10'
Avg. lot size	20,000 SF (min. 15,000 for R-15 zoning)	14,000 SF (min. 11,000 SF lot size provided)



Concept Plan Revisions per Community Request:

1. In response to the community's request regarding buffers and where proposed rear lots are abutting existing homes, the rear lot setback will be increased from 25' to 50' to allow for more distance between the back of homes and increased opportunities for existing tree preservation as shown on the map.
2. Community members requested an amenity area therefore a playground/tot lot is proposed near the stormwater BMP.
3. Community members are concerned about construction access to the proposed lots therefore the developer will contact surrounding property owners to verify if temporary construction access can be provided from an adjacent property vs. the existing access point off of Startown Rd.
4. Community members were interested in purchasing new lots adjacent to their proposed lots. When a homebuilder is selected and they purchase all or a portion of the lots, community members will have an opportunity to negotiate the sale of the undeveloped lot with the homebuilder.

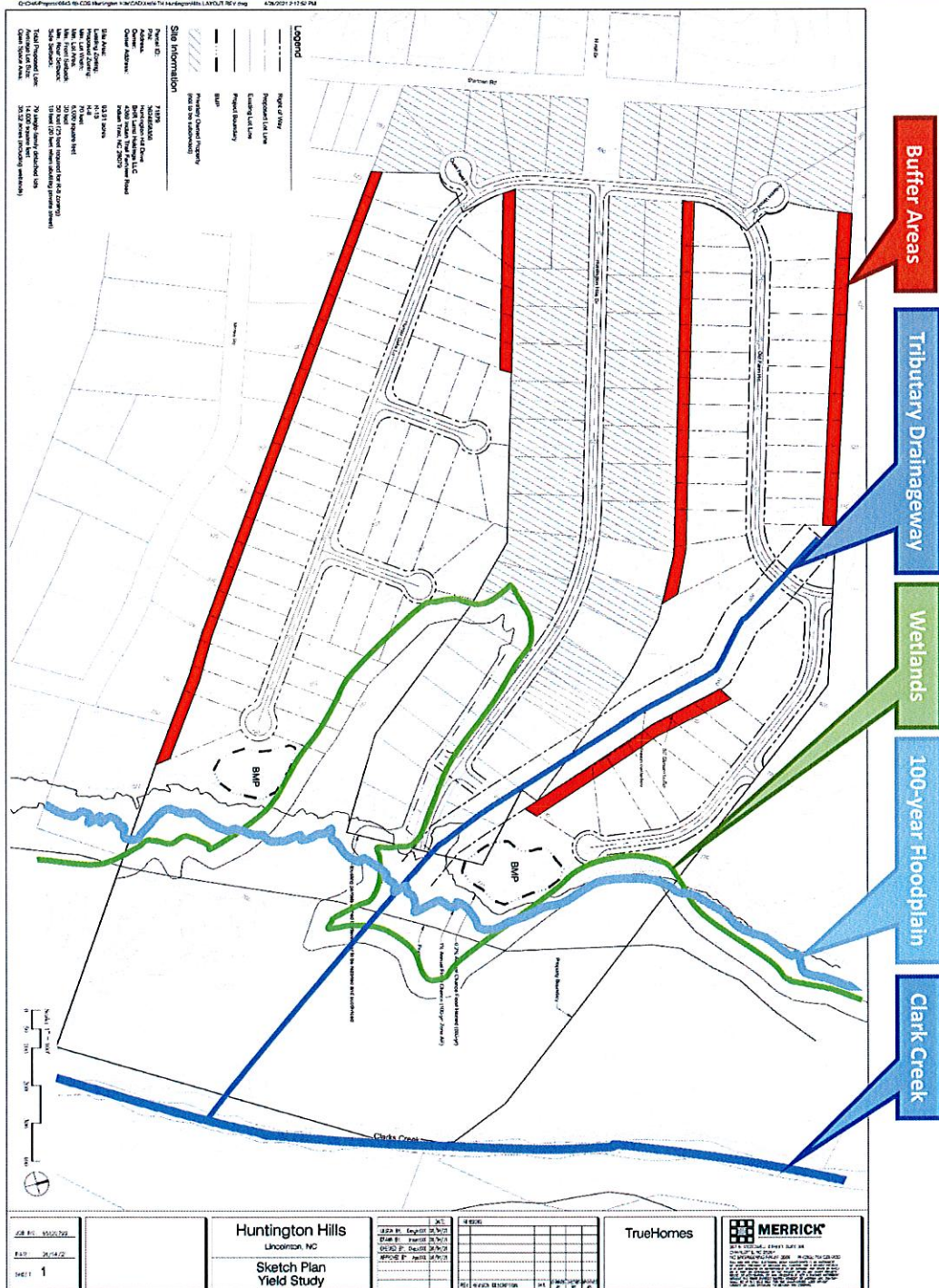
Conditional Use Requests:

1. Provide an "Existing Conditions Map" at the time of the Conditional Use Application while the site survey is being prepared.
2. In accordance with NCDOT standards, a Transportation Impact Analysis will not be required due to the total number of proposed single-family homes being well under the NCDOT threshold for this review.

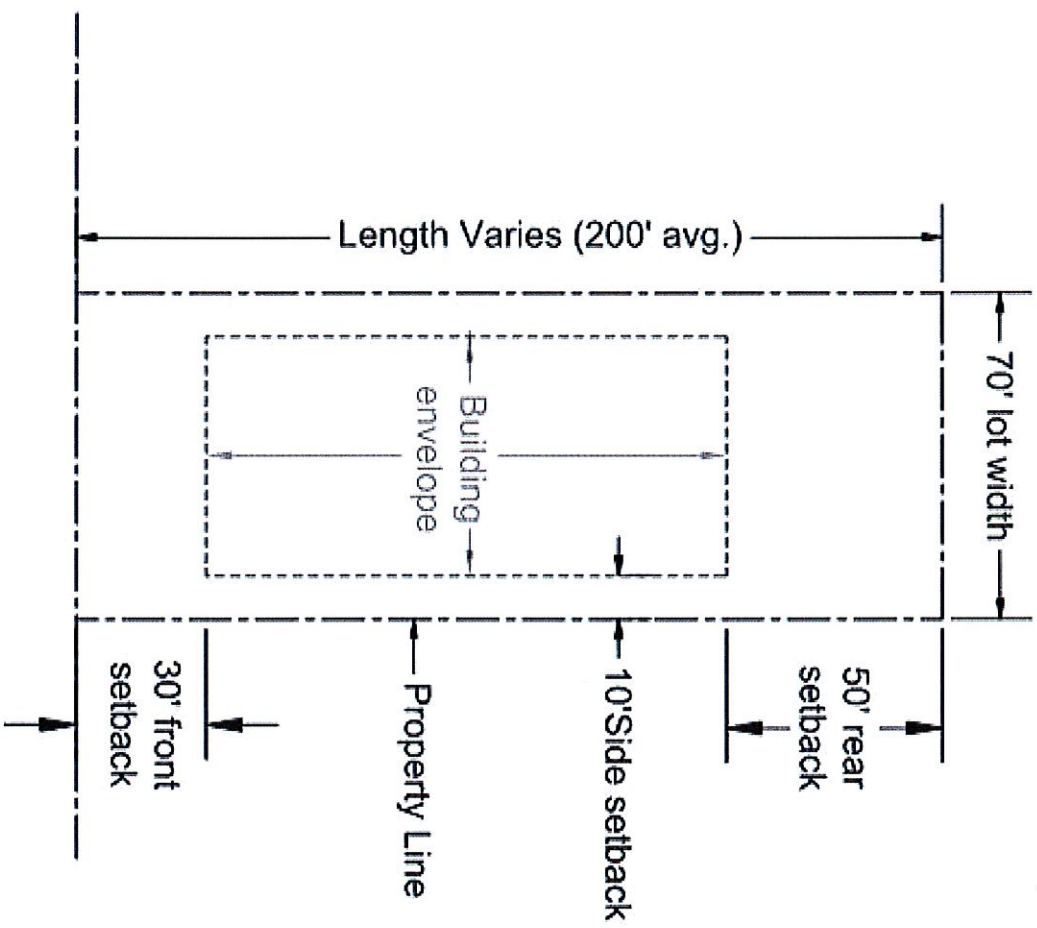
The proposed community will be developed in accordance with Federal, State, and local regulations.

Concept Plan

- Key Points:
- Existing Privately Owned Lots: **37**
- Proposed Lots: +/- **79**



Lot Configuration



Q&A

If you have additional comments or Questions after this meeting feel free to contact me directly.

Contact Info:

Ian Anderson

ian.anderson@merriac.com

Thank You!



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

Case No. CZ-4-2021

Applicant: Carolina Development Services, LLC

Parcel ID#: 71879

Location: Huntington Hills Subdivision

Request: Rezone from R-15 to R-8(CD)

Proposed Consistency and Reasonableness Statement:

The land use plan includes the property in the Traditional Single Family planning area consisting of single family uses on smaller to medium sized lots in older established portions of the community. The Land Use Plan also includes the following recommendations:

- Protect the integrity and viability of the City's established residential neighborhoods.
- In established single family residential neighborhoods outside of "Old Lincolnton," continue to promote single family development that complements existing development patterns.

The proposed rezoning request is generally consistent with the Land Use Plan if the proposed development adheres to the staff review committee comments. **Therefore, the request is considered consistent with the Land Use Plan and 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-4-2021

Applicant: Carolina Development Services, LLC

Parcel ID#: 71879

Location: Huntington Hills Subdivision

Request: Rezone from R-15 to R-8(CD)

Proposed Consistency and Reasonableness Statement:

The land use plan includes the property in the Traditional Single Family planning area consisting of single family uses on smaller to medium sized lots in older established portions of the community. The Land Use Plan also includes the following recommendations:

- Protect the integrity and viability of the City's established residential neighborhoods.
- In established single family residential neighborhoods outside of "Old Lincolnton," continue to promote single family development that complements existing development patterns.

Since the proposed development is not continuing the existing development pattern, it is **not entirely consistent with the land use plan and denial of the proposed amendment is reasonable and in the public interest.**

MOTIONS FOR PUBLIC HEARING

For approval of request:

- Motion to approve as recommended by Planning Board.

For denial of request:

- Motion to deny request for rezoning.
- Motion to approve statement of consistency for denial of request.

ITEM #

4

REGULAR AGENDA

ITEM #

4a

Consideration of a Request
from Staff to revise City's
Façade Rehabilitation
Grant Program

MEMO TO: Mayor and City Council Members

FROM: Laura Elam

SUBJECT: Consideration of request from staff to revise Facade Rehabilitation Grant Program

DATE: June 3, 2021

BACKGROUND

The City's Façade Rehabilitation Grant Program is designed to provide an incentive to downtown property owners who improve the appearance of their property by retaining and preserving the historic character of the property. The guidelines for the program state it "encourages further private investment in existing infrastructure and promotes appropriate and attractive design projects that preserve the architectural character found only in older buildings."

The grant program provides up to 50% of the total cost of approved projects with a \$2500 maximum.

CURRENT FACADE REHABILITATION PROGRAM GUIDELINES

The current facade rehabilitation program guidelines include the following provisions:

- Signs are an eligible expenditure under the program.
- Applicants are required to submit a cost estimate of the proposed work to be done.

PROPOSED CHANGES

Staff recommends the following changes to the program:

1. Elimination of signs as an eligible expenditure.

Staff does not view sign replacement as consistent with the intent of the program.

2. A requirement for the applicant to submit two cost estimates for the work to be done.

Staff believes that having two cost estimates, rather than only one, will help to ensure that city funds are used wisely.

REQUESTED ACTION

Approval of the proposed attached changes to the City's Façade Rehabilitation Grant Program.

**City of Lincolnton
Façade Rehabilitation Grant Program
Central Business District**

Fact Sheet

What is the Façade Program?

An incentive to taxpayers who improve the appearance of their commercial property by retaining and preserving the historic character of the property:

Provides 50% of the total cost of approved projects up to \$2,500 maximum grant amount. Side facades are eligible on corner buildings. Rear facades may also be eligible. If visible to the general public. (If a building has more than one eligible façade, each façade is considered separately.

Encourages further private reinvestment in existing infrastructure and promotes appropriate and attractive design projects that preserve the architectural character found only in older buildings.

Who may apply for the grant?

Building owners or tenants with building owner's consent.

What buildings are eligible?

Any commercial building greater than 50 years old located in Downtown Lincolnton with priority given to improvements that will make the greatest impact on the surrounding built environment

Ineligible properties or businesses:

- Tax delinquent properties
- Properties not in good standing with City Utilities.
- National franchises
- Retail chain stores
- Properties used primarily for residential purposes

What storefront rehabilitation expenditures qualify?

Eligible expenditures include: exterior painting of previously painted surfaces and/or paint removal; appropriate exterior cleaning; masonry repair and tuck-pointing; repair of architectural details or materials; repair of windows or window framing; removal of siding, false facades and in-fill brick; removal of inappropriate/out of date signs; rehabilitation or compatible reconstruction of storefront; new canvas awnings/frame; replacement of transom glass and business signage with full compliance of the design standards

~~Signs and awnings may be included as eligible expenses providing they represent good design, meet the design ordinance and standards as specified in the Lincolnton Unified Development Ordinance..~~

Ineligible expenditures include: general maintenance, painting of previously unpainted surfaces, interior rehabilitation, electrical work, roof and chimney repairs, installation of aluminum, vinyl, stone, stucco, brick veneer or other inappropriate building materials, sandblasting, improvements made prior to grant approval and signs.

Rehabilitations must meet the Secretary of the Interior's "Standards for Rehabilitation" program standards that are attached.

Colors used on exterior surfaces, signage, awnings and related items must relate to natural material colors found on neighboring historic buildings and nearby buildings. A pallet of suggested colors is available from the Planning and Development Department.

Who makes the decision to approve or reject a request?

Design review comprised of City Staff members and other strategic members approved by the City Manager.

What is the process for applying for a grant?

- 1) Meet with City of Lincoln Planning and Development Staff.
- 2) Complete application including required support materials.
- 3) A review will be completed by City staff and strategic members.
- 4) Applicant is notified by mail of acceptance, acceptance with conditions or rejection of application.
- 5) Any changes to approved work during construction must be approved by the Planning and Development (P and D) office in writing.
- 6) Upon completion, applicant sends copies of paid statements to P and D office.
- 7) P and D office inspects completed work and disburses grant funds provided work was completed in accordance with the application.

What other conditions apply?

- 1) Grants are based on the entire scope of the project. All work must be eligible and approved expenditures or the total grant award is void.
- 2) All applications must be approved prior to commencement of work
- 3) Each building façade is considered separately to meet the 50% matching rule
- 4) Submission of a project does not assure the project will be approved to receive funds. Grant awards are determined by recommendation of the city committee and availability of funds.
- 5) Grant approval or changes to the scope of work in an approved project will be conveyed in writing
- 6) Only one façade grant will be awarded per building façade per calendar year.

Examples

- 1) A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned storefront improvement costs \$1,200. The applicant receives a matching grant of 50%, which equals \$600 in this situation.
- 2) A property owner applies for a façade grant for planned storefront improvements totaling \$6,000. The applicant is awarded a matching grant of \$2,500.
- 3) A property owner is doing a total rehabilitation of a property's exterior, including awnings, removal of stucco over the original brick, and removal of brick in-filled windows. Because the building is on a corner with a side street, the front, rear and one side of the building are visible to the general public. Therefore, there are three eligible applications: the front façade, side façade, and rear façade.
- 4) A property owner renovates a commercial building storefront with assistance from a façade grant. The owner may apply for another façade grant for a different side of the same building (if that side of the building is visible to the general public) during the same calendar year. However, the owner will need to wait until the next calendar year to apply for another façade grant for the storefront.

Program Standards

The Secretary of Interior's Standards for Rehabilitation

The Secretary of Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable changes to meet new needs. All façade changes must meet these standards. An illustrated guide is available for use from the City of Planning and Development Department to help property owners meet the standards.

- 1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

I have read and understand these guidelines.

Signature of Applicant

Date

Signature of Property Owner (if other than Applicant)

Date

City of Lincolnton Façade Rehabilitation Grant Program

Application

Location of Property: _____

Name of Property Owner/Leasee: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

Are you applying as the property owner _____ or Leasee _____?

Building façade planned for renovation/rehabilitation:

Front _____ Side _____ Rear _____

Please describe in detail what your plans are for improving the building. Include a drawing/sketch of proposed renovations specifically identifying changes for each detail of the building. For example, new paint schemes, awning size, placement and color and legitimate estimates of the work to be done.

Please Check:

☐ I have attached project plans, specifications or other appropriate information including at least two cost estimates of the work to be done, including materials, color choices and methodology.

☐ I have attached a signed copy of the guidelines for the Lincolnton Façade Rehabilitation Grant Program indicating that I have read and understand the program's requirements and intend to follow the program guidelines.

☐ I understand the grant funds can be used only for the project described in the application. The work must be completed within twelve (12) months of the date of review by City staff (unless otherwise specified). All work must be completed according to state and local building codes and ordinances approved, when necessary, by the proper authorities. (ALL FAÇADE CHANGES DOWNTOWN REQUIRE A ZONING PERMIT.)

☐ I also understand that this application must be reviewed before any work is done on the project and that no projects will be funded if work was done before the application was approved. I also agree to inspection of my business records to document all work done on this project.

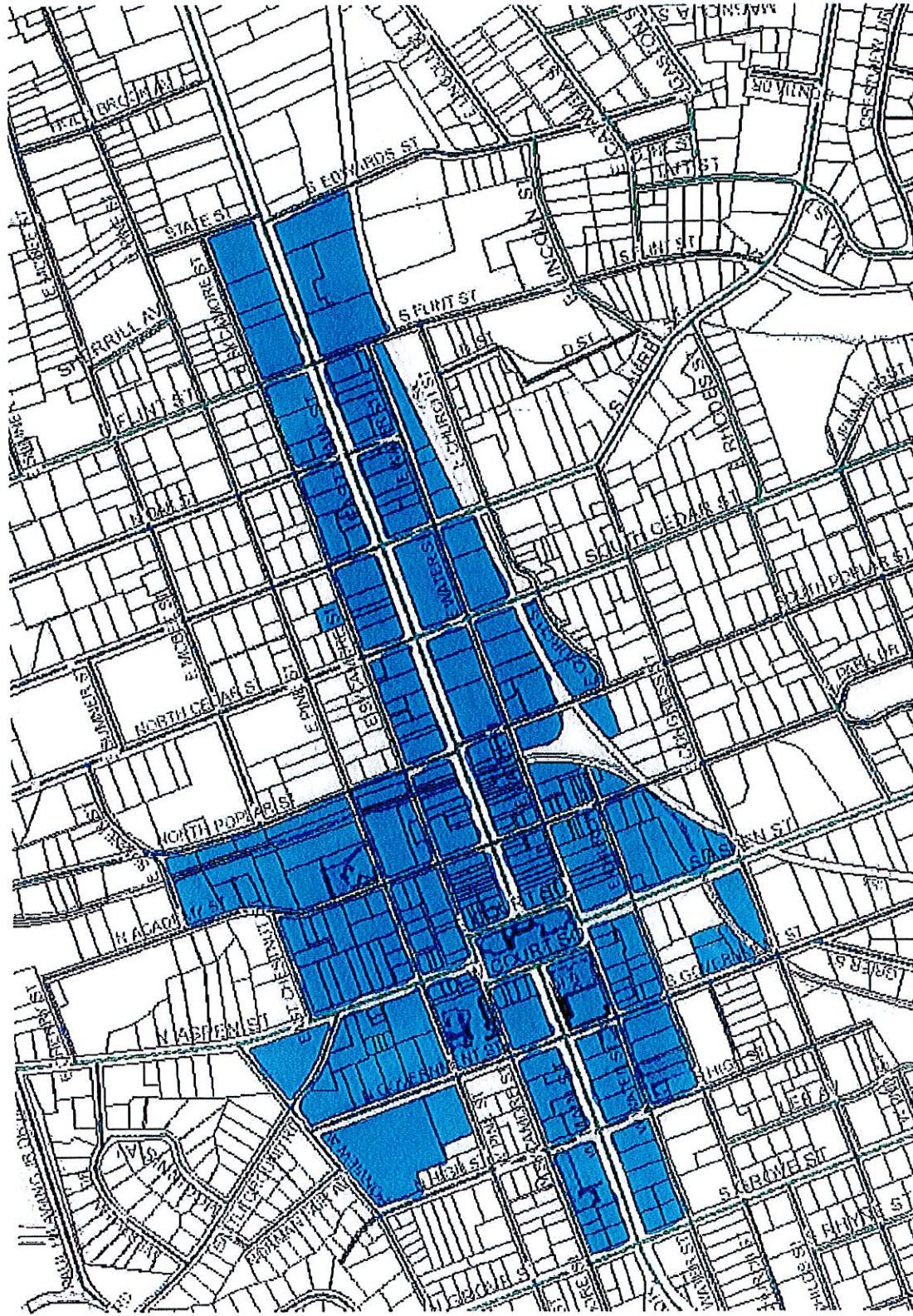
Signature of Applicant

Date

Signature of Property Owner (if other than Applicant)

Date

Lincolnton Central Business Program Area



ITEM #

4b

Discussion/Update
regarding the Future
Apartments on Pine St.



May 13, 2021

Mr. Ritchie Haynes
City Manager
City of Lincolnton, North Carolina

Mr. Haynes:

The Piedmont Companies would like to amend the contract between the City of Lincolnton and Piedmont Companies. The changes requested are:

- Change the number of residential multifamily units from eleven (11) to eight(8).
- Allow Piedmont Companies to construct the site work, such as driveways, water, sewer and building pads.
- Subdivide the property into eight lots for the townhomes and a common area lot.
- Once all of these are completed, sell the completed pads to Madison Simmons Homes. Madison Simmons Homes will construct the same townhomes as are being built on the Aspen/Pine Street property on the Memorial Hall property.
- Madison Simmons Homes wishes to purchase the Memorial Hall lots in August.

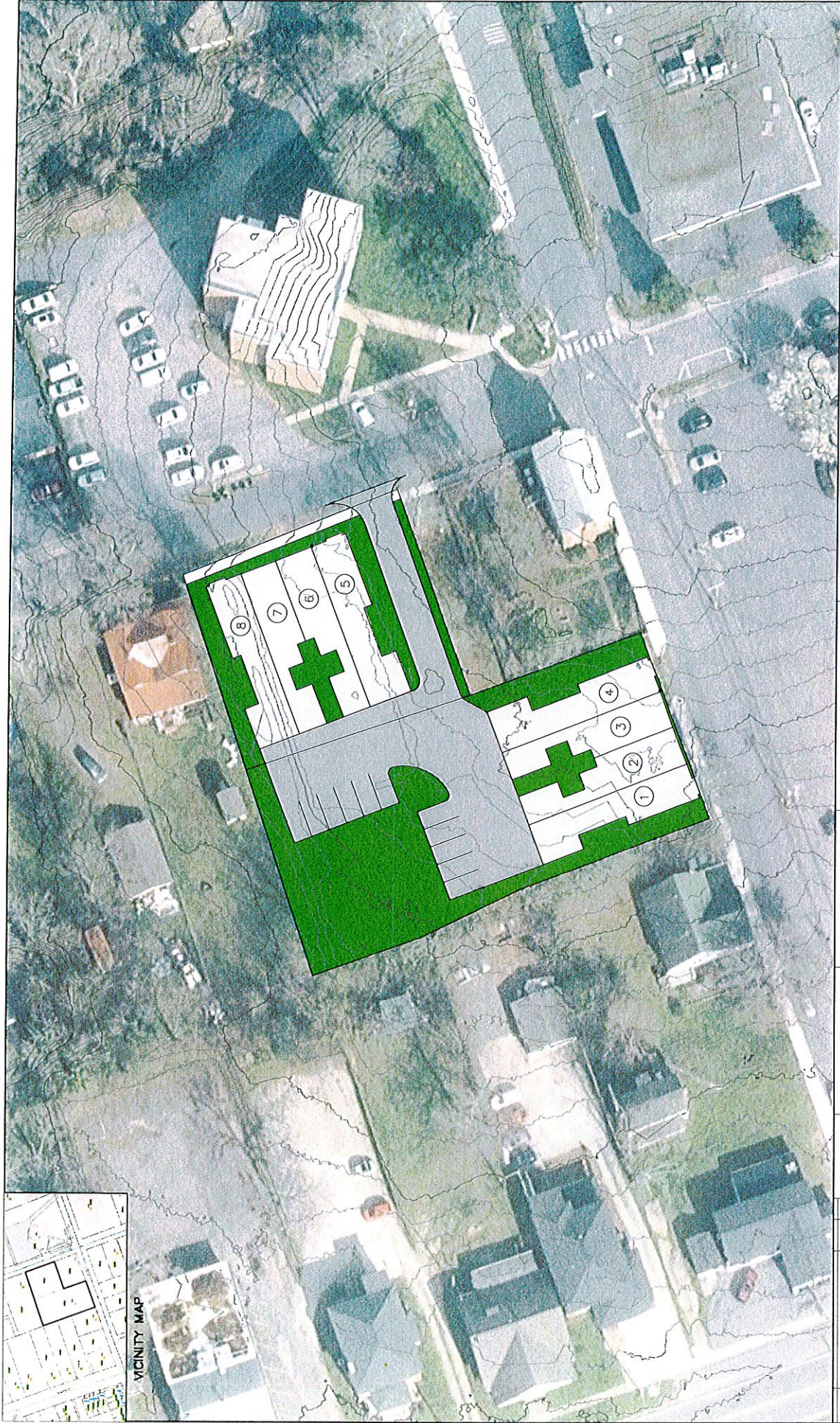
Attached to this letter is a site plan that shows the proposed layout of the property. Also attached are the June 2, 2016 contract between the City of Lincolnton and Piedmont Companies and the First Amendment to the contract executed on June 6, 2019.

Thank you for considering these changes.

Kindest regards,

A handwritten signature in blue ink that reads 'Craig L. Upshaw'.

Craig L. Upshaw
Commercial Developer



DATE: January 21, 2020 JOB NO.: 200-041 DRAWING NO.: 200-041A SHEET: C1		SKETCH PLAN	
WRIGHT & ASSOCIATES ARCHITECTS & ASSOCIATES LICENSE NO. 200-041 200 W. 1ST ST. SUITE 200 CONOVER, NC 28613 (888) 465-2205 OFFICE		FOR Memorial Hall Piedmont Companies, Inc. P.O. Box 2732 Lincoln, NC 28092 LINCOLN COUNTY NORTH CAROLINA	
VICINITY MAP		SCALE: 1" = 20'	
DESIGNED: _____ DRAWN: _____ CHECKED: _____ PROJECT MANAGER: _____	DATE: _____ REVISIONS: _____	DATE: _____ REVISIONS: _____	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this 2nd day of June, 2016 (the "Effective Date"), by and between the City of Lincolnton, a body corporate and politic organized pursuant to the laws of the State of North Carolina (hereinafter referred to as "Seller"), and Piedmont Companies, Inc., a North Carolina corporation (hereinafter referred to as "Purchaser").

RECITALS:

A. The Seller is a non-profit corporation located within Lincoln County, North Carolina, whose primary purpose is to promote downtown business and development within Lincolnton, North Carolina, as well as the revitalization thereof.

B. The Seller is the owner of the Subject Property, as defined herein.

C. The Seller lacks sufficient funds to renovate, rehabilitate and preserve the Subject Property in its current state.

D. The Purchaser has expressed an interest in purchasing the Subject Property for the purpose of creating a multi-family residential development as part of a larger series of projects which are intended to have the effect of revitalizing downtown Lincolnton business and development. This series of projects shall include (i) the development of the Subject Property; (ii) the development of two multi-residential properties purchased from the City of Lincolnton (the "Aspen Agreement" and the "Inverness Agreement"); and (iii) the development of a commercial property purchased from the Lincoln County Historical Association (the "Eureka Agreement").

E. The Seller desires to convey the Subject Property to the Purchaser, and the Purchaser desires to take title to the Subject Property, pursuant to the terms and conditions contained in this Agreement.

ARTICLE 1. Agreement to Sell and Purchase

Seller will sell to Purchaser and Purchaser will purchase from Seller, subject to the terms and conditions of this Agreement, all and the full contents of that real property described more specifically below:

SEE EXHIBIT "A" ATTACHED HERETO.

The term "Subject Property," as hereinafter used, shall mean all property, whether real or personal, set out in this Article and described above.

ARTICLE 2. Consideration

2.1. The parties acknowledge that the Purchaser shall accept the conveyance of the

Subject Property for no monetary consideration. Instead, the consideration for the conveyance by Seller of the Subject Property shall be (i) the assumption by Purchaser of those obligations described in Article 9 herein, (ii) the development of the Subject Property, (iii) the development pursuant to the City Agreement and (iv) the development pursuant to the Eureka Agreement (collectively, the "Consideration").

ARTICLE 3. The Closing

3.1. The consummation of the sale transaction is referred to herein as the "Closing."

3.2. The Closing shall take place on or before sixty (60) days after the end of the Feasibility Deadline, the exact time and place of Closing to be mutually agreed upon by Purchaser and Seller.

3.3. At the Closing, Seller shall deliver to Purchaser:

a. A General Warranty Deed fully executed by Seller in recordable form, substantially in the form as shown in Exhibit "B" attached hereto, and conveying the Subject Property to Purchaser;

b. "Non-Foreign Affidavits" as required under Section 1445 of the Internal Revenue Code;

c. Assignments and other documents and instruments as may be reasonably required by Purchaser to assign to Purchaser all of Seller's right, title and interest of whatever nature in and to the Subject Property;

d. A lien affidavit in a form satisfactory to the title insurance company chosen by Purchaser to insure title to the Subject Property;

e. An executed Purchase and Sale Closing Statement; and

f. Such other documents and instruments as may be reasonably required by Purchaser to effectuate the Closing of the transaction herein contemplated.

3.5. At the Closing, Purchaser shall deliver to Seller:

a. An executed Purchase and Sale Closing Statement; and

b. Any such documents and instruments as may be reasonably required by Seller to effectuate the Closing of the transaction herein contemplated.

3.6. The costs and premiums for all title search and exam fees, update fees, title insurance commitment fees, title insurance commitments and policies, and title insurance endorsement fees, shall be paid by Purchaser.

3.7. Real estate taxes and assessments for the Subject Property for the year within which the Closing occurs shall be prorated at and as of Closing with Purchaser responsible for the day of Closing. If real estate taxes are not known for the current year, the most recently available year shall be used to calculate the prorated portions.

3.8. Seller shall pay for the excise tax stamps on the General Warranty deed, if any, and for the cost of preparing the General Warranty deed.

3.9. The per page cost of recording the closing documents, including, without limitation, the General Warranty deed, shall be borne by the Purchaser.

3.10. Purchaser shall pay for any real estate survey, any and all subdivision approval fees and survey approval fees, any appraisal, any and all due diligence expenses, Purchaser's own accountants' fees, financial consultant fees, loan finance fees and charges, and attorneys' fees with this Agreement and the Closing, and all title examination costs and title insurance premiums for the owner policy for Purchaser. Upon request of Seller, Purchaser shall provide Seller with a copy of any survey, environmental reports and title opinions, commitments or policies it obtains as part of its due diligence.

3.11. Possession of the Subject Property shall be given to Purchaser on the Closing Date, free from any claims of possession whatsoever, but subject to those obligations contained in Article 9 of this Agreement which constitute a portion of the Consideration therefor.

3.12. The Closing shall be held at the office of Purchaser's attorney or such other place as the parties hereto may mutually agree; provided, however, all parties hereto agree that the Closing may be conducted in escrow without any applicable parties having to be physically present at the Closing, but may instead participate by making all deliveries required to be made by hand delivery or mail to the applicable closing attorney on or prior to the date of the Closing.

ARTICLE 4. Purchaser's Right of Entry, Inspection, Demolition and Staging

4.1. Purchaser and Purchaser's agents and representatives shall have the right, without the obligation, to enter upon the Subject Property prior to Closing to undertake any one or more of the following: water and soil samples and conduct geological surveys of the soil and subsurface or other tests at the Subject Property, to demolish structures located thereon, and to use the Subject Property as a staging area for other construction projects. All such undertakings shall be at Purchaser's own expense, for which Seller shall obtain, as necessary and if requested by Purchaser, from anyone having a possessory or other interest in the Subject Property written permission for access for undertaking the same.

4.2. The "Start Date", as defined herein, shall be defined as that date thirty (30) days after the Purchaser has performed all of the following and has certified as such to the Seller:

- a. Taken title to the Inverness Agreement property;
- b. Constructed a 12-unit residential apartment complex thereon and obtained a certificate of occupancy therefor; and
- c. Leased at least 75 percent of the units.

Notwithstanding the foregoing, however, in the event the Purchaser has failed to perform all of the above-referenced conditions within 48 months from the Effective Date, the Seller or Purchaser may, in either of their respective discretion, terminate this Agreement.

No later than the dates provided respectively below, Seller shall provide to Purchaser the following, to the extent the same is within the possession of the Seller:

- a. Within ten (10) business days from the Start Date, copies of the Subject Property's recent tax bills, surveys, inspections, environmental reports and engineering reports, to the extent the same are in the Seller's actual possession.
- b. Within ten (10) business days from the Start Date, all title insurance policies or commitments which purport to insure title to the Subject Property or a larger tract or parcel of land from which the Subject Property has been subdivided.
- c. Within ten (10) days from the Start Date, any restrictive covenants, reciprocal easements, or common area maintenance agreements that affect or burden the Subject Property.
- d. Prior to the termination of the Feasibility Deadline, a reimbursement of the expenses incurred by Purchaser for lead and asbestos studies performed on the Subject Property prior to the Feasibility Deadline; provided, however, that prior to entering into an agreement for any such lead or asbestos study, the Purchaser shall obtain the Seller's consent in writing to each such study and the respective price therefor.

ARTICLE 5. Representations, Warranties, Covenants and Agreements of Seller

5.1. Seller represents, warrants, covenants and agrees to and with Purchaser the following, which representations and warranties are presently true and correct and which shall be true and correct at the time of Closing, all of which are a material inducement for Purchaser entering into this Agreement:

- a. Seller is the owner of the fee simple and good and marketable title to the Subject

Property;

b. The Subject Property is free and clear of all monetary liens and encumbrances, except for those which will be satisfied by Seller at or prior to closing;

c. Seller has no knowledge of any suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the Seller or which might affect the Subject Property;

d. Seller has no knowledge of any (i) dispute with anyone concerning location of property lines or corners, (ii) any encroachments of improvements onto Subject Property from adjacent properties and (iii) any encroachments of improvements from Subject Property onto adjacent property;

e. There are no parties in possession other than Seller, and no party has any lease or other possessory interest in the Subject Property;

f. Seller has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Subject Property nor any adjacent property, nor has Seller received from any governmental agency any notification of any pending public improvements relating to Subject Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Subject Property that have not been satisfactorily made; Seller further covenants that there are no pending assessment liens other than usual ad valorem taxes or rollback taxes, as applicable, of any nature against Subject Property;

g. The Subject Property is accessible from public roads;

h. Seller has no knowledge of any latent defect regarding the Subject Property such as sinkholes or other conditions which would materially affect the use of Subject Property as contemplated by Purchaser or otherwise;

i. To the best of Seller's knowledge, the Subject Property does not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Subject Property or the owners of property adjacent thereto;

j. Seller will take no action from the date hereof to the Closing Date which would result in the creation of any lien or encumbrance on the Subject Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Subject Property, and will not commit any waste or nuisance upon the Subject Property. Should Seller be required to conduct site work on the Subject Property during the term of this Agreement, Seller shall provide written notice to Purchaser; and

k. Seller will cooperate with the Purchaser's title insurance company and will present evidence and execute and deliver such documents and instruments as may be reasonably required by the Purchaser's title insurance company to cure and/or eliminate those defects as set forth in the title opinions that Seller agrees to cure.

1. **Environmental Matters.** "*Environmental Laws*" shall mean (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601-9657, as amended by The Superfund Amendments and Reauthorization Act of 1986 and (ii) all other applicable laws, whether federal, state or local, which regulate or pertain to any environmental matters on the Subject Property. With respect to environmental matters affecting the Subject Property, Seller warrants as follows:

(1) Seller has complied in all material respects and is in material compliance with all Environmental Laws with respect to its operation of the Subject Property, and to the extent required the Subject Property has received all approvals of governmental authorities (including licenses and permits) related to environmental, health, and safety laws required in connection with the ownership or operation of the Subject Property, and such Subject Property is being operated and maintained in accordance with all applicable Environmental Laws;

(2) Seller is not a party to any litigation or administrative proceeding and, to the knowledge of Seller, nor is any litigation or administrative proceeding threatened against Seller, which in either case (i) asserts or alleges that Seller violated any Environmental Laws, (ii) asserts or alleges that Seller is required to clean up, remove or take remedial or other responsive action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials (as said term may be defined by 42 U.S.C. 9601-9657, as may be amended) at the Subject Property, or (iii) asserts or alleges that Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials by Seller at any of the Subject Property;

(3) To the knowledge of Seller, there are no conditions existing as of the date hereof which would subject any owner or operator of the Subject Property to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws; and

(4) Seller is not subject, as a result of its interest in the Subject Property, to any judgment, order or citation related to or arising out of any Environmental Laws and has not been named or listed as a potentially responsible party by any governmental body or agency in a matter related to or arising out of any Environmental Laws.

ARTICLE 6. Conditions Precedent to Closing

6.1. Purchaser shall have until the Feasibility Deadline (as hereinafter defined in Article 7) to:

a. satisfy itself that the Subject Property is properly zoned (or has been rezoned) for the development of the Subject Property as contemplated by Purchaser;

b. satisfy itself that there exist no restrictions on the Subject Property that would affect or restrict the development of the Subject Property as contemplated by Purchaser;

c. satisfy itself that all municipal, county, state, federal and/or other governmental permits and licenses as may be necessary for the development of the Subject Property as contemplated by Purchaser have been obtained or are capable of being obtained;

d. satisfy itself that the surface and subsurface of the Subject Property are suitable for the development of the Subject Property as contemplated by Purchaser;

e. satisfy itself that utilities are available to the Subject Property for the development of the Subject Property as contemplated by Purchaser;

f. satisfy itself that water, sanitary sewer and stormwater drainage are available to the Subject Property for the development of the Subject Property as contemplated by Purchaser;

g. satisfy itself that the development of the Subject Property as contemplated by Purchaser will not be in violation of any municipal, county, state and/or federal governmental law, rule or regulation;

h. satisfy itself as to whether or not the Subject Property is or may be in violation of any environmental cleanup responsibility law and/or whether or not any environmental cleanup responsibility law affects the transfer of the Subject Property and, if applicable, to receive from the appropriate governmental authority pursuant to any such law affecting the transfer of Subject Property either (i) a determination, satisfactory to Purchaser, that the Subject Property and the transaction is not subject to the law, or (ii) a determination, satisfactory to Purchaser, that the Subject Property and the transaction satisfies the requirements of the environmental cleanup responsibility law without the need for any cleanup of hazardous substances or wastes at the Subject Property;

i. satisfy itself that the title to the Subject Property is clear, free of all defects and encumbrances, and in a state and manner which will not hinder the Purchaser's development of the Subject Property as contemplated by Purchaser;

j. satisfy itself in all other respects that the Subject Property can be developed as contemplated by Purchaser, and is otherwise satisfactory to the Purchaser's needs; and

k. enter into a landfill fee waiver agreement with Lincoln County.

Purchaser and Seller acknowledge and agree that, as used in this Agreement, the phrase “development of the Subject Property as contemplated by Purchaser” and the phrase “satisfy itself” contemplates Purchaser reaching decisions in its sole and absolute discretion, and that all of the above conditions precedent to closing are for the sole benefit of Purchaser.

6.2. In the event Purchaser, in its sole and absolute discretion, determines that any condition precedent to closing is not capable of being satisfied on or before the respective date described above, then, unless such condition precedent is waived in writing by Purchaser, Purchaser shall provide written notice to Seller of its intent to terminate this Agreement, and neither party shall be under any further obligation for any indemnification obligations contained herein.

6.3. All representations, warranties, covenants and agreements made by the parties hereto shall survive for a period of six (6) months following the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Purchaser such other documents and instruments, and take such other action as Purchaser may reasonably request or as may be necessary to more effectively transfer to Purchaser the Property described herein in accordance with this Agreement.

ARTICLE 7. Feasibility Deadline

7.1. Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall have the right to terminate this Agreement pursuant to Section 6.1 herein by giving written notice of termination to the Seller at any time prior to 180 days from the Start Date of this Agreement (said date herein referred to as the “Feasibility Deadline”), if the Purchaser determines, in its sole discretion, that the conditions precedent to Closing described in Article 6 herein are not met. If the terminating party timely and properly exercises such election, then this Agreement shall terminate, and neither party shall be under any further obligation to the other.

ARTICLE 8. Obligations to Close and Failure of Performance

8.1. Purchaser’s obligation to close the transaction contemplated herein is expressly conditioned upon:

a. all of Seller’s covenants and agreements provided for herein being fully performed, observed and complied with;

b. Purchaser not having rightfully elected to terminate this Agreement pursuant to the terms and conditions hereof;

c. all of Seller's representations and warranties provided for herein being true and correct as of the date of execution hereof and as of the Closing;

d. Purchaser not having terminated either or both of the City Agreement or the Eureka Agreement; and

e. all conditions precedent to Closing being fulfilled as set forth in Section 6.1 hereof.

In the event this Agreement is terminated by Purchaser pursuant to any of the conditions precedent to Closing or other provisions hereof, or if the sale contemplated hereby is not consummated due to a default or inability to perform on the part of the Seller, then the Purchaser shall be released of any further obligations and, in the case of Seller's default or inability to perform, Purchaser shall be entitled to specific performance of this Agreement, in its sole discretion.

8.2. Seller's obligation to close the transaction contemplated herein is expressly conditioned upon:

a. all of Purchaser's covenants and agreements provided for herein being fully performed, observed and complied with;

b. Seller not having rightfully elected to terminate this Agreement pursuant to the terms and conditions hereof;

c. Purchaser not having elected to terminate this Agreement, the City Agreement or the Eureka Agreement; and

d. all of Purchaser's representations and warranties provided for herein being true and correct as of the date of execution hereof and as of the Closing.

In the event all conditions precedent to closing are satisfied and this Agreement is not otherwise terminated by Purchaser pursuant to any of the provisions hereof and all of Seller's representations and warranties are true and correct as of the Closing and all of the covenants and agreements which are required to be performed by Seller in this Agreement are fully performed, and in the event that performance of this Agreement is tendered by Seller and Purchaser fails or refuses to consummate the sale through no fault of Seller or otherwise breaches Purchaser's post-closing obligations, then the Seller shall be entitled to specific performance of this Agreement.

8.3. In the event either party brings an action to enforce its rights hereunder, the costs of

such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 9. Post-Closing Purchaser Obligations

9.1. After the Closing, the Purchaser shall create a multi-family residential development substantially in compliance with those plans and specifications attached hereto as Exhibit "C," and incorporated herein by reference thereto. In the event that the Purchaser fails to begin construction of such development within 730 days after the Closing, and the Seller makes demand upon the Purchaser, the Purchaser shall convey title to the Subject Property back to the Seller, at Purchaser's sole cost.

10.4. Real Estate Commissions. Each party agrees to pay its respective real estate agent commission, if any, as required at closing, and further agrees to indemnify and hold harmless the other party from any of its respective agent's claims for commissions. Seller warrants and represents to Purchaser that no real estate broker was involved in this transaction on behalf of Seller. Purchaser warrants and represents to Seller that no real estate broker was involved in this transaction on behalf of Purchaser.

10.5. Assignment Not Permitted. This Agreement may not be assigned without the written consent of the Seller.

10.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and may not be altered, amended or waived except for an instrument in writing signed by all of the parties hereto.

10.7. Time. Time is of the essence as to each and every provision of this Agreement.

10.8. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement.

10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

10.10. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

10.11. Partial Invalidity. In the event that any paragraph or portion of this Agreement

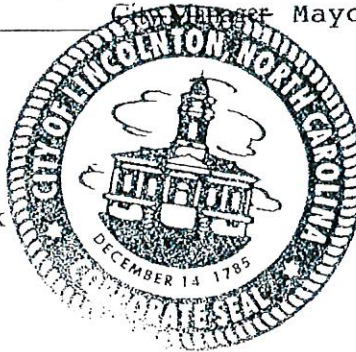
is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

SIGNATURE PAGE TO FOLLOW

CITY OF LINCOLNTON, NORTH CAROLINA

By: Ed Hatley (SEAL)
Ed Hatley, Mayor

(SEAL)
Attest: Donna C. Flowers
Donna C. Flowers, Clerk
Lincolnton City Council



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

Steve Zieffoose (SEAL)
Steve Zieffoose, Finance Director, City of Lincolnton

PIEDMONT COMPANIES, INC., Purchaser

By: William L. Heafner (SEAL)
William L. Heafner, President

F:\wpdata\w\deaton\WDEATON\Business\PIEDMONT COMPANIES\Downtown Development\City Agreement\Purchase Agreement Inverness final.docx

EXHIBIT "A"
(Legal Description)

Located and lying in the City of Lincolnton, County of Lincoln, State of North Carolina with the physical address of 119 East Pine Street, Lincolnton, North Carolina 28092 and being more particularly described as follows:

Being the full contents of Lot Number 1 and Lot Number 2 of the Minor Subdivision of the Downtown Development Association of Lincolnton, Inc. Property as shown by plat recorded in Plat Book 15, Page 109 of the Lincoln County Registry, reference is hereby made and incorporated into this document for a more complete description.

EXHIBIT "B"
(General Warranty Deed)

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$

Parcel Identifier No.

Verified by _____ County on the ____ day of _____, 201

By:

Mail after recording to: Grantee

This instrument was prepared by: **The Deaton Law Firm, PLLC.** - PO Box 2459, Denver, NC 28037

Brief description for the Index: multiple parcels

THIS DEED made _____, 201_, by and between

GRANTOR	GRANTEE
City of Lincolnton, a North Carolina Municipal Corporation	Piedmont Companies, Inc., a North Carolina corporation
Address: 114 W Sycamore St. Lincolnton, NC 28092	Address: 2671 East Main Street Lincolnton, NC 28092

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantees in fee simple, all that certain lot or parcel of land situated in Lincolnton Township, Lincoln County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto.

☐

If box to left of this sentence is checked, the above-referenced real property is or includes the primary residence of a Grantor herein.

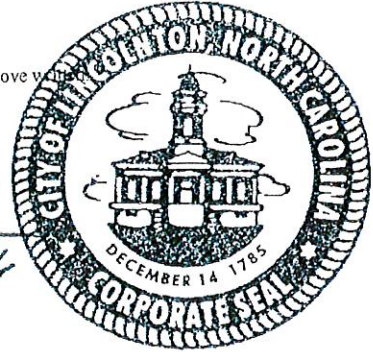
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple.

And the Grantors covenant with the Grantees, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CITY OF LINCOLNTON,
A North Carolina Municipal Corporation

By: Ed Hatley, Mayor



ATTEST: (SEAL)

Donna C. Flowers
Donna C. Flowers, City Clerk

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

Steve Zickelroose
Steve Zickelroose, Finance Director
City of Lincoln

Approved as to form on behalf of the City of Lincoln.

Thomas J. Wilson, Jr.
Thomas J. Wilson, Jr., Attorney for the City of Lincoln

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, Daphne A. Ingram a Notary Public of said County and State, certify that -
Donna C. Flowers personally came before me this day and acknowledged that he/she is City Clerk of the City of Lincoln, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincoln, the foregoing instrument was signed in its name and by its City Manager, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and seal this 25th day of June, 2016.

Daphne A. Ingram
Notary Public

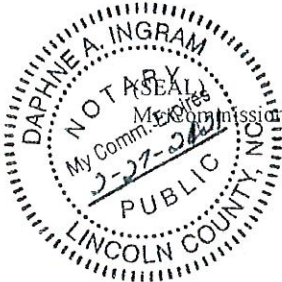
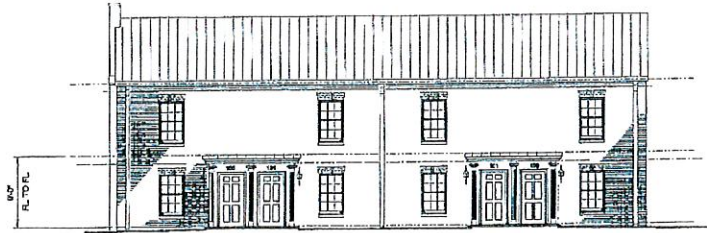
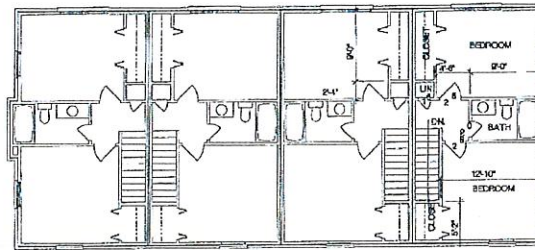


EXHIBIT "C"
(Plans and Specifications)



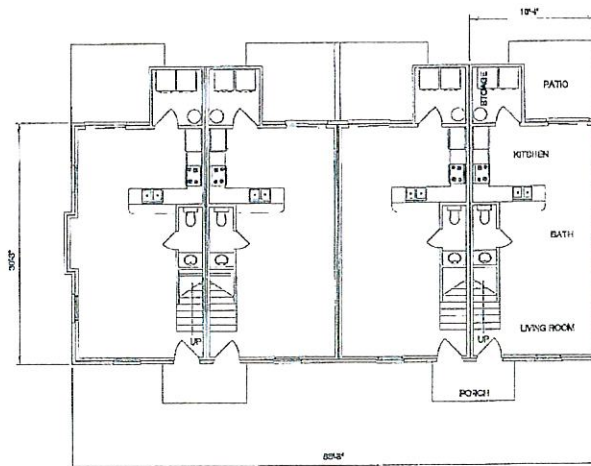
FRONT ELEVATION

SCALE 1/8" = 1'-0"



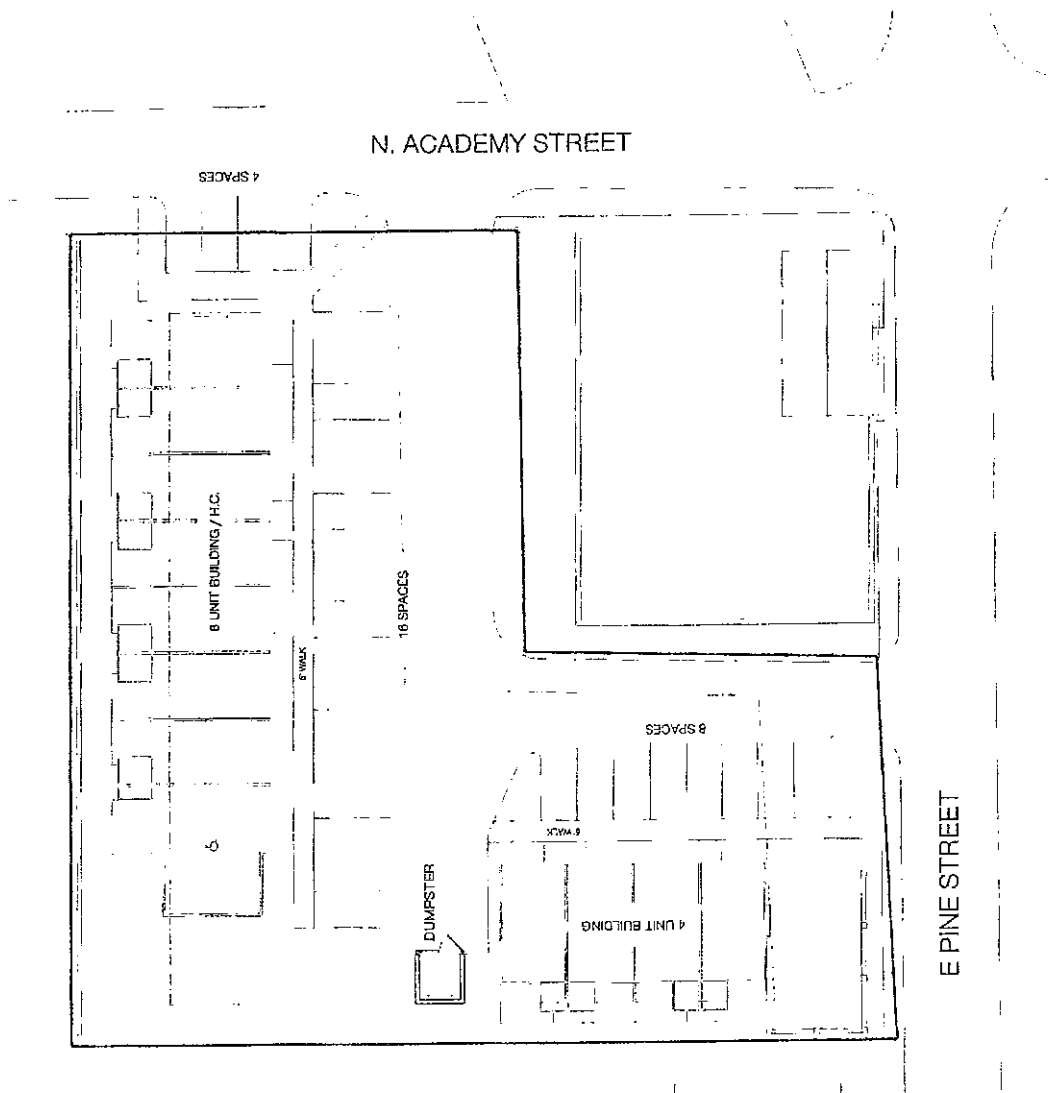
UPPER FLOOR PLAN

SCALE 1/8" = 1'-0"



MAIN FLOOR PLAN

SCALE 1/8" = 1'-0"



AMENDMENT TO PURCHASE AGREEMENT
(MEMORIAL HALL)

THIS AMENDMENT TO PURCHASE AGREEMENT (the "Amendment") is made and entered into this 6 day of June, 2019, by and between the City of Lincolnton, a body corporate and politic (the "Seller"), and Piedmont Companies, Inc., a North Carolina Corporation ("Purchaser");

WITNESSETH:

A. The "Agreement" for purposes of this Amendment shall refer to the Purchase Agreement dated the 2nd day of June, 2016 by and between the Seller and Purchaser.

B. The Seller and Purchaser under the Agreement desire to amend the terms of the Agreement. The terms of this Amendment shall supersede any contrary provisions of the Agreement.

C. Any term not specially defined in the Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

I. Article 4, Paragraph 4.2 of the Agreement is amended by deleting the same in its entirety and inserting in lieu thereof the following:

4.2 The "Start Date", as defined herein, shall be defined as that date thirty (30) days after the Purchaser has performed all of the following and has certified as such to the Seller

- a. Taken title to the Aspen Agreement property;
- b. Constructed a 11-unit residential apartment complex thereon and obtained a certificate of occupancy therefor; and
- c. Leased at least 75 percent of the units.

Notwithstanding the foregoing, however, in the event the Purchaser has failed to perform all of the above-referenced conditions within 48 months from the Effective Date, the Seller or Purchaser may, in either of their respective discretion, terminate this Agreement.

No later than the dates provided respectively below, Seller shall provide to Purchaser the following, to the extent the same is within the possession of the Seller:

a. Within ten (10) business days from the Start Date, copies of the Subject Property's recent tax bills, surveys, inspections, environmental reports and engineering reports, to the extent the same are in the Seller's actual possession.

b. Within ten (10) business days from the Start Date, all title insurance policies or commitments which purport to insure title to the Subject Property or a larger tract or parcel of land from which the Subject Property has been subdivided.

c. Within ten (10) days from the Start Date, any restrictive covenants, reciprocal easements, or common area maintenance agreements that affect or burden the Subject Property.

d. Prior to the termination of the Feasibility Deadline, a reimbursement of the expenses incurred by Purchaser for lead and asbestos studies performed on the Subject Property prior to the Feasibility Deadline; provided, however, that prior to entering into an agreement for any such lead or asbestos study, the Purchaser shall obtain the Seller's consent in writing to each such study and the respective price therefor.

II. Article 9, Paragraph 9.1 of the Agreement is amended by deleting the same in its entirety and inserting in lieu thereof the following:

9.1 After the Closing, the Purchaser shall create a multi-family residential development substantially in compliance with those plans and specifications attached hereto as Exhibit "C," and incorporated herein by reference thereto. In the event that the Purchaser fails to begin construction of such development within 120 days from July 1, 2019, and the Seller makes demand upon the Purchaser, the Purchaser shall convey title to the Subject Property back to the Seller, at Purchaser's sole cost.

III. The Agreement is amended by adding additional sections under Article 9, titled Paragraph 9.2, 9.3, 9.4 and 9.5 as follows:

9.2 Demolition of the Subject Property shall be completed by July 31, 2019, or within 30 days of the Seller issuing a permit allowing demolition.

9.3 A Site Plan for the start of construction on the Subject Property shall be submitted to the Seller by Purchaser by October 31, 2019.

9.4 Once the Site Plan is approved by the Seller, Purchaser shall have 30 days from the date of approval, to begin construction of such development.

9.5 Upon the issuance of all building permits by Seller, Purchaser shall have 365 days from the date of the last permit issued to complete the Project.

IV. The Agreement is amended by adding Sections 10.1 and 10.2 as follows:

10.1 Purchaser shall be entitled to work with an additional developer to complete the Project.

10.2 Purchaser shall be allowed to convey title to the Subject Property to a separate corporate entity, if Purchaser makes the decision to work with an additional developer pursuant to Section 10.1 of this Agreement.

Except as amended herein, the provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

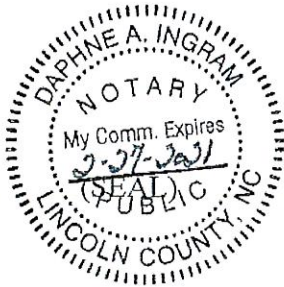
CITY OF LINCOLNTON

By: Ed Hatley (SEAL)
Ed Hatley, Mayor

NORTH CAROLINA
LINCOLN COUNTY

I, Daphne A. Ingram, a Notary Public for Lincoln
County, State of North Carolina, do hereby certify that Ed Hatley personally came before
me this day and acknowledged that he is the MAYOR of THE CITY OF LINCOLNTON,
a body corporate and politic, and that by authority duly given and as the act of and on behalf
of the said body, the foregoing instrument was signed and sealed in its name by him.

WITNESS my hand and notarial seal this 4th day of Oct., 2019.



Daphne A. Ingram
Notary Public
My commission expires: Feb. 27, 2021

PIEDMONT COMPANIES, INC.

By: William L. Heafner (SEAL)
William L. Heafner, President

NORTH CAROLINA
LINCOLN COUNTY

I, Sandra H. Cashion, a Notary Public for Lincoln
County, State of North Carolina, do hereby certify that William L. Heafner personally came
before me this day and acknowledged that he is the President of Piedmont Companies, Inc.,
a North Carolina corporation, and that by authority duly given and as the act of and on behalf
of the said corporation, the foregoing instrument was signed and sealed in its name by him.

WITNESS my hand and notarial seal this 14 day of Oct., 2019.



Sandra H. Cashion
Notary Public
My commission expires: 10/29/20

4c

Public Hearing to Receive
Comments on Proposed
2021-2022 Fiscal Year
Budget

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](mailto:d Ingram@lincolntonnc.org)
CITY ATTORNEY
Thomas J. Wilson, Jr.

Public Notice

Budget Public Hearing

The proposed fiscal year 2021-2022 budget for the City of Lincolnton has been presented to the Lincolnton City Council and is available for public inspection in the office of the City Clerk at the Lincolnton City Hall from 8:30 a.m. to 5:00 p.m. weekdays.

The Lincolnton City Council will hold a public hearing on the proposed budget on Thursday, June 3, 2021 at 114 W. Sycamore Street, Lincolnton, for the purpose of receiving comments on the proposed budget. Due to COVID-19, and in an effort to comply with current social distancing restrictions, seating will be limited.

Advertise: Wednesday, May 19, 2021
Monday, May 24, 2021

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



CITY MANAGER
Ritchie Haynes
rhaynes@lincolntonnc.org
CITY CLERK
Daphne Ingram
[dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)
CITY ATTORNEY
Thomas J. Wilson, Jr.

TO: Mayor and Council
From: Ritchie Haynes, City Manager *RH*
Subject: Proposed Budget 2021-2022
Date: April 29, 2021

Attached you will find the proposed budget for 2021-22. I will be presenting the budget message at the May City Council meeting. This will serve as the official budget presentation as required by the state statute.

A public hearing will be held at the June Council meeting to receive feedback from the general public regarding the proposed budget. If needed, we can have additional budget work sessions. It must be noted that we are required to have an adopted budget by July 1, 2021.

I would like to take this opportunity to thank City Council and our Directors for all the hard work that they have put into this process. Also, this year's budget retreat was extremely helpful in giving staff direction for the proposed budget.

As you will see in my budget message, I am recommending no change in the property tax rate as well as in the water, sewer and electric rates. This year's budget is slightly lower than last year's primarily due to capital improvements. Also, the proposed budget includes the pay study for Group A.

Please let me know if you have any questions or concerns.

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



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

BUDGET ORDINANCE

AN ORDINANCE ESTABLISHING REVENUES AND AUTHORIZING EXPENDITURES FOR
 FISCAL YEAR 2021-2022 FOR THE CITY OF LINCOLNTON

BE IT ORDAINED by the Mayor and City Council of the City of Lincolnton:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore established for this City:

City Manager/Clerk	\$ 173,960
Human Resources	334,015
Finance	135,270
General Expense	1,449,895
General Debt Service	293,924
Police	3,350,520
Fire	2,214,200
Public Works	44,580
Street	778,605
Equipment Services	223,290
Solid Waste	522,095
Planning/Zoning	330,440
Bus & Comm. Dev	123,200
Recreation	1,063,163
	<u>\$ 11,037,157</u>

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

AD VALOREM LEVY	\$ 5,090,000
PRIOR YEAR TAXES	80,000
NC VEHICLE TAX SYSTEM (NCVTS)	415,000
NCVTS-LICENSE FEE	150,000
DISCOUNT ON TAXES	(60,000)
INTEREST ON TAXES	25,000

LEASE/RENTAL VEHICLE TAX	20,000
LOCAL SALES & USE TAX	3,300,000
FEDERAL GRANTS-FEMA	62,000
PILOT-HOUSING AUTHORITY	22,470
CONTROLLED SUBSTANCE TAX	4,500
FIREFIGHTERS RELIEF FUND TAX	5,200
ALCOHOL/BEVERAGE TAX	44,000
FRANCHISE TAX	855,000
SOLID WASTE DISPOSAL TAX	6,000
PILOT-WATER & SEWER	389,222
PILOT-ELECTRIC	30,465
SRO REIMBURSEMENT	125,000
CEMETERY LOT SALES	20,000
OFFICERS FEES	3,000
PARKING VIOLATIONS	5,000
ZONING DEPARTMENT FEES	10,000
FIRE DEPARTMENT FEES	8,000
REC-ADMISSION & CONCESSION	40,000
REC-REGISTRATION & ENTRY FEES	65,000
REC-VENDING MACHINE INCOME	1,000
REC-RENTAL FEES	9,000
REC-EVENT FEE	3,000
REC-MISCELLANEOUS REVENUE	1,800
INTEREST-GENERAL FUND	30,000
SALE OF CAPITAL ASSETS- GF	10,000
MISCELLANEOUS REVENUE- GF	4,000
SALES OF PERSONAL ASSETS	2,500
ABC REVENUE	80,000
ABC LAW ENFORCEMENT	30,000
MISCELLANEOUS OTHER REVENUE	15,000
WEX-FUEL REBATES	3,000
JULY 4TH DONATIONS/OTHER	13,000
REIMB FROM POWELL BILL	120,000
APPROPRIATION FROM FUND BALANCE- GF	-
	<u>\$ 11,037,157</u>

SECTION 3. The following amounts are hereby appropriated in the Boger City Fire District Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore established for this City:

BOGER CITY TAX DISTRICT	<u>\$ 985,000</u>
-------------------------	-------------------

SECTION 4. It is estimated that the following revenues will be available in the Boger City Fire District Tax Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

FIRE DISTRICT TAX	\$ 981,000
INVESTMENT INCOME	1,000
SALESTAX/GRANTS	3,000
FUND BALANCE APPROPRIATED	-
	<u>\$ 985,000</u>

SECTION 5. The following amounts are hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the City:

POWELL BILL COSTRUCTION/OTHER	<u>\$ 305,000</u>
-------------------------------	-------------------

SECTION 6. It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

POWELL BILL ALLOCATION	\$ 304,000
INVESTMENT INCOME	1,000
FUND BALANCE APPROPRIATED	-
	<u>\$ 305,000</u>

SECTION 7. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the City:

WATER & SEWER FUND	<u>\$ 8,196,950</u>
--------------------	---------------------

SECTION 8. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

INVESTMENT INCOME	\$ 55,000
CONTRACTOR SALES TAX	\$ 4,000
CHARGES FOR SERVICE - WATER	3,610,000
CHARGES FOR SERVICE - SEWER	4,300,000
CONNECTION CHARGES	27,000
OTHER OPERATING REVENUES	200,950
OTHER FINANCING SOURCES	-
	<u>\$ 8,196,950</u>

SECTION 9. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the City:

ELECTRIC FUND	<u>\$ 7,797,350</u>
---------------	---------------------

SECTION 10. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

INVESTMENT INCOME	\$ 15,000
CONTRACTOR SALES TAX	\$ 2,000
ELECTRIC SALES	6,900,000
ELECTRIC MUNICIPAL OPERATIONS	550,000
OTHER OPERATING REVENUE	330,350
OTHER FINANCING SOURCES	-
	<u>\$ 7,797,350</u>

SECTION 11. The following amounts are hereby appropriated in the Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the City:

AMERICAN RESCUE PLAN ACT	<u>\$ 1,640,000</u>
--------------------------	---------------------

SECTION 12. It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

AMERICAN RESCUE PLAN ACT	\$ <u>1,640,000</u>
--------------------------	---------------------

SECTION 13. There is hereby levied a tax rate of fifty-six cents (\$.56) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2021 for the purpose of raising the revenue listed as "Property Taxes" in the general fund in Section 1 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$ 988,359,527 and an estimated rate of collection of 98.37%.

There is hereby levied a municipal vehicle tax of \$20 per registered and tagged motorized vehicle resident in the city.

There is hereby levied a tax rate by the County of twelve and 1/2 cents (\$.1250) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2021 for the purpose of raising the revenue listed as "Boger City Fire District Taxes" in Section 3 of this ordinance.

SECTION 14.	Electric Rates	No Increase.
--------------------	----------------	--------------

SECTION 15.	Water & Sewer Rates	No Increase.
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SECTION 16. Appropriations are authorized by fund totals. The City Manager is authorized to reallocate fund 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 GROSS BUDGET	\$ <u>29,961,457</u>
--------------------	----------------------

Adopted this 3rd day of June, 2021

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

ADMINISTRATIVE FEES		
Per copy fee	\$.10 per page	
FINANCE DEPARTMENT		
Hollybrook Cemetery Lot Sales	Resident	Non-Resident
Per Burial Space	\$600.00	\$1,200.00
Second Right Interment	\$300.00	\$600.00
Hollybrook Cemetery Niche Sales		
Per Niche	\$800.00	\$1,400.00
Second Right Interment		
Per Niche	\$400.00	\$400.00
Engraving	\$125.00	\$125.00
Niche Opening After Initial Inurnment	\$200.00	\$200.00
Per Burial Space	\$600.00	\$1,500.00
Employees and retirees who do no reside in the city limits qualify for city resident rate for immediate family household members only. Active employees must be full time and shall have worked two years in order to qualify for the discount.		
8:30 am until 3:00 pm. In the event of an internment on weekends or Holidays, the provider funeral home shall pay a service fee to the City to cover personnel costs.	\$150.00	\$150.00
FEES ASSOCIATED WITH UTILITY SERVICE		
Utility Deposits	Inside City	Outside City
Temporary Hydrant Meter Deposit	\$200.00	\$400.00
Residential Water and/or Sewer Deposit	\$50.00	\$100.00
Residential Electric Deposit	\$250.00 Flat Rate	
Note: Residential owners of real property providing proof of ownership will be exempt from utility deposits; renters having 24 months of good payment history with City of Lincolnton will also be exempt.		
Business Water and/or Sewer Deposit	\$50.00	\$100.00
	Or two (2) times the monthly average bill for the location, whichever is greater.	
Business Electric Deposit	\$250.00	
Note: Business owners of real property providing proof of ownership will be exempt from utility deposits.	Or two (2) times the monthly average bill for the location, whichever is greater.	



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

Returned Check Charge	\$25.00
Default and/or Reconnect Fee	\$50.00
After Hours Default and/or Reconnect Fee (if utility services are restored on weekends, holidays or after 4:30 pm on normal weekdays of the Utility Billing Office.)	\$75.00
Late Fee (For payment after due date, but before disconnection)	\$25.00 or 5% of the total bill, whichever is greater.
Same Day Service Connection	\$50.00
Meter Tampering-Civil Citation	
Broken Lock-Civil Citation	
First Offense	\$100.00
Second Offense	\$200.00
Third and Subsequent Offenses	\$500.00 plus estimated water or electric usage
Meter Test Charge (no charge if meter is defective)	\$150.00/Residential meter \$250.00/Demand meter
Temporary Electric Construction Service Charge	\$50.00
In and out' Electric Service Charger	Cost will be determined
Meter Fee-Residential	\$225.00
If meters are present, whether or not they are turned on or off, minimum charges apply. If customer prefers not to pay minimum charges, the meter will be removed and a \$100.00 reinstallation fee will apply when reinstalled.	\$450.00

ELECTRIC RATES	
(All electric rates are subject to sales tax.)	
Residential	
Facilities Charge:	\$13.16
Energy Charge:	
First 350 kwh @	.1093 per/kwh
Next 950 kwh @	.1179 per/kwh
All Over 1300 kwh @	.1232 per/kwh
Small General Service (Less than 100 KW demand)	
Facilities Charge:	\$27.16
Demand Charge:	
First 30 kw of billing demand	N/C
All Over 30 kw of billing demand	\$7.44 per kw
Energy Charge:	
First 3000 kwh @	.1537 per/kwh
All Over 3000 kwh @	.0829 per/kwh



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

Medium General Service (100-199 KW demand)		
Facilities Charge:		\$39.78
Demand Charge:	All kw of billing demand	\$8.50 per kw
Energy Charge:	All kwh	.00729 per/kwh
Large General Service (200+ KW Demand)		
Facilities Charge:		\$52.41
Demand Charge:	All kw of billing demand	\$11.35 per kw
Energy Charge:	All kwh	.0628 per/kwh
New Large Load Commercial (Must equal or exceed 500 kw but be less than 3000 kw during at least nine months of a twelve-month period.) (Applies only to new customers after January 7, 2010)		
Basic Facilities Charge:		\$348.19
Demand Charge:	Summer (Jun-Sept)	\$23.00 per kw
	Winter (Oct - May)	\$ 4.18 per kw
Energy Charge:	First Energy Block	0.0529 per kwh
	Additional Energy Block	0.0529 per kwh
OP - 10 - 1 Commercial (Must equal or exceed 100 kw but be less than 500 kw during at least nine months of a twelve month period.) (Applies only to new customers after June 2, 2011)		
Basic Facilities Charge:		\$184.23
Demand Charge:		\$18.43 per kw
Monthly Billing Demand:	On - Peak Summer (Jun-Sept)	\$3.68 per kw
	On - Peak Winter (Oct-May)	\$1.23 per kw
	Excess Demand (All Months)	
Energy Charge:	Summer (Jun-Sept)	
	On - Peak	0.0515 per kwh
	Off - Peak	0.0491 per kwh
	Winter (Oct-May)	
	On - Peak	0.0491 per kwh
	Off - Peak	0.0429 per kwh



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGES			
Monthly electric charges for each meter computed under the City's applicable electric rate schedule will be increased by an amount determined by the table below:			
<u>Customer Account Type</u>	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
Residential Account	\$0.77	\$0.00	\$0.77
Commercial Account	\$4.19	\$0.00	\$4.19
Industrial Account	\$43.15	\$0.00	\$43.15
Exceptions			
<u>Industrial and Commercial Customers Opt-out</u>			
All industrial customers, regardless of size, and large commercial customers with usage greater than one million kwh's per year can elect not to participate in City's demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the City. In the event such customers "opt-out", they are not subject to the DSM/Energy Efficiency portion of the charge above. All customers are subject to the Renewable Resources portion of the charges above.			
RENEWABLE ENERGY GENERATION			
Renewable Energy Generation (REG) - wind, biomass or solar photovoltaic credits into a single set of on and off-peak rates.			
Variable (1 year)		Credit (\$/kwh)	
ALL REG		On - Peak	0.0287
		Off - Peak	0.0105

YARD LIGHT RATE TABLE		
Description	Minimum	Tax
Yard Light 7500 100W or 40W LED	\$14.00	7%
Yard Light 50000 HPS (400W) - Flood Light	\$25.00	7%
Road/Entrance Light 72 W LED	\$30.00	7%
Road/Entrance Light 160W LED	\$36.00	7%
Specialty/Decorative lights quoted per project	TBD	7%



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

WATER RATES		
Residential	Inside City Limits	Outside City Limits
Minimum Bill - 2,000 gallons	\$16.55	\$33.10
All Over 2,000 gallons	\$4.48/1,000	\$8.96/1,000
Commercial & Industrial		
Minimum Bill - 2,000 gallons	\$16.55	\$33.10
Next 4,998,000 gallons	\$4.54/1,000	\$9.20/1,000
All Over 5,000,000 gallons	\$2.81/1,000	\$4.60/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$10.99	\$21.98
Next 4,998,000 gallons	\$3.03/1,000	\$6.12/1,000
All Over 5,000,000 gallons	\$1.52/1,000	\$3.06/1,000

SEWER RATES		
Residential	Inside City Limits	Outside City Limits
Minimum Bill - 2,000 gallons	\$24.77	\$49.54
Next 4,998,000 gallons	\$7.40/1,000	\$16.04/1,000
All Over 5,000,000 gallons	\$5.02/1,000	\$8.00/1,000
Industrial (Textile Based)		
Minimum Bill - 2,000 gallons	\$16.47	\$32.94
Next 4,998,000 gallons	\$4.92/1,000	\$10.65/1,000
All Over 5,000,000 gallons	\$2.46/1,000	\$5.33/1,000

WATER AND SEWER CONNECTION FEES		
Water Connection Fees	Inside City	Outside City
3/4" Water Connection	\$900.00	\$1,800.00
1" or Larger Water Connection (plus availability fee, if applicable, of \$8.33 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation purposes - measure from property line to property line)	\$1,200.00	\$2,400.00
Meter Fee - 3/4 inch line	\$300.00	\$300.00
Meter Fee - 1 inch line	\$450.00	\$450.00
Meter Fee - 1.5 inch line	\$1,050.00	\$1,050.00
Meter Fee - larger than 2 inch line (pricing based on actual size)	\$1,200.00	\$1,200.00
Irrigation Meter Connection Fee	\$600.00	\$1,200.00

For all water connections where the contractor/developer/owner installs all City specified infrastructure, and donates these facilities to the City for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. All connections larger than one inch are the responsibility of the contractor/developer/owner, per city specifications.



CITY OF LINCOLNTON SCHEDULE OF FEES 2021-22

Sewer Connection Fees	Inside City	Outside City
Standard 4" Sewer Connection (any sewer connection exceeding 4" requires payment of an availability fee)	\$800.00	\$1,600.00
Larger than standard 4" sewer connection will be connection fee plus availability fee, if applicable, of \$10.67 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation (measure from property line to property line.)	\$1,000.00	\$2,000.00
Force Main Sewer Application Fee (Applicant must follow requirements in Permission to Construct Application Form and Permission to Connect/Operate Form prior to approval to connect to sewer system.)	\$1,200.00 (non-refundable)	\$2,400.00 (non-refundable)

Note:

All connections to the city sewer system are the responsibility of the contractor/developer/owner, per city specifications. For all sewer connections where the contractor/developer/owner extends facilities and installs all city specified infrastructure, and donates these facilities to the city for ownership, operation, and maintenance, 50% of the applicable connection fee will apply. The City will provide the tapping saddle and will inspect the line before covering.

SEWER USE ORDINANCE FEES

Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator:

For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or

In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW Director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceding the violation.

Civil Penalties:

Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be fined up to twenty-five thousand dollars (\$25,000) per day per violation.

Wastewater Treatment Industrial Waste Surcharges

BODS->350 mg/liter	\$0.23 mg/liter
TSS->350 mg/liter	\$0.73 mg/liter
NH3 (Ammonia)->20 mg/liter	\$1.50 mg/liter



CITY OF LINCOLNTON SCHEDULE OF FEES 2021-22

Bulk Water Sales	
All prepayments are non-refundable and will be honored for 30 days, or the number of loads per-purchased, whichever comes first. The delivery point will be the City of Lincolnton Water Treatment Plant at 1338 Reepsville Road, Lincolnton, NC 28092; phone (704) 736-8970. The Water Treatment Plant will be open for sales Monday-Friday 8:30 am to 3:00 pm.	
0-4,000 gallons	\$20.00 Minimum (per trip)
4,001 & up	\$5.00/1,000
Unapproved bulk water use	
First Offense	\$250.00
Second Offense	\$300.00 and report as theft to Police Department

Electric Utility Rebates	
High Efficiency Electric Heat Pump Rebate	\$400.00 (Until further notice)
High Efficiency Electric Water Heater Rebate	\$150.00 (Until further notice)
Commercial Lighting Rebate	\$0.35 per watt saved (Maximum rebate \$25,000 per customer until further notice)
Renewable Energy Generation Credits	
(Monthly credits are paid according to the type of renewable generation.)	
Wind and Biomass Energy Credit	Details & Rates available upon request
Solar Photovoltaic Energy Credit	

ONLINE CONVENIENCE FEE	
Online Debit/Credit Card Convenience Fee	Posted Online * fee subject to change

MOTOR VEHICLE FEE	
Fee for each vehicle registered in City for property tax	\$20.00 ea.

PUBLIC WORKS	
95 Gallon Roll Out	\$65.00 each



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

FIRE DEPARTMENT	
(New fees adopted by City Fire Department will become effective July 1, 2019)	
ABC Permit (change of use, renter or business requiring ABC permit fire inspection)	\$100.00
Amusement Buildings	\$100.00
Aviation Facilities	\$100.00
Carnivals and Fairs	\$100.00
Burning Permits	
Residential and Farms	\$5.00
Burning for fire department training	N/A
Bon Fire	\$25.00
Commercial (must meet all State, NCBCFPC and this ordinance guidelines)	
Clearing of lots to build houses (per lot fee)	\$25.00
Clearing of lots to build commercial and industry (per site fee)	\$300.00
Carnivals, Circus & Fairs (Permit and Site Inspection)	\$100.00
Covered Mall Buildings	\$150.00
Combustible dust producing operations	\$100.00
Display of Gasoline-powered equipment in covered malls	\$50.00
Exhibit and Trade Shows	\$50.00
Explosives & Blasting Permits	
48 hours	\$100.00
90 days	\$250.00
Year-round storage and manufacturing permits	\$500.00
Fireworks for public display, outdoors (Permit & Site Inspection)	\$250.00
Fireworks for public display, indoors (Permit & Site Inspection)	\$500.00
Fireworks: Pyrotechnic Special Effects Materials (Permit & Site Inspection)	\$100.00
Fireworks Display (Fireworks on display for sale)	
7 Day Permit (Permit & Site Inspection)	\$150.00
14 Day Permit (Permit & Site Inspection)	\$250.00
30 Day Permit (Permit & Site Inspection)	\$450.00
Flammable and Combustible Permits	
Fumigation and thermal insecticidal fogging	\$100.00
Hazardous Materials (Permit & Site Inspection)	\$150.00
HPM Facilities (Permit & Site Inspection)	\$150.00
High-piled or High-rack storage (Permit & Site Inspection)	\$150.00
Liquid or gas fueled vehicles or equipment in assembly buildings	\$100.00
Open flames and candles (churches are exempt)	\$50.00
Organic Coatings (Permit & Site Inspection)	\$100.00
Places of Assembly (churches are exempt)	\$100.00
Pyrotechnic Special Effects Material and Shows	\$100.00
Pyroxylin Plastic (Permit & Site Inspection)	\$100.00
Special Assemblies such as Gun Shows, Craft Shows, etc.	\$50.00
Spraying or Dipping Operations	\$100.00
Storage of scrap tires and tire by-products	\$100.00



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

Tire Rebuilding Plants	\$100.00
Waste Handling (wrecking yards, junk yards, waste handling facilities)	\$100.00

*** Tents and Canopies	
Tents for public usage exceeding 400 sq. feet	\$50.00
Use of air structures	\$50.00
Temporary kiosks or display for merchandising	\$50.00
Fire Flow Test	\$25.00
Hydrant Installations (private contractors only)	\$50.00
Wasted Trip Fee for Permit Inspections (not having everything ready)	\$75.00
After Hours Inspection Fee	
1st hour	\$100.00
Each 1/2 hour after 1st hour	\$50.00
Any person or contractor beginning work on any project requiring a permit prior to obtaining that permit will be subject to a Civil Citation and Double Permit Fee.	

SERVICE AND INSPECTION FEE SCHEDULE	
Boarding Houses	\$25.00
Day Care Centers	\$25.00
Dormitories	\$50.00
Family Care Homes	\$25.00
Foster Homes	\$25.00
Fraternities and Sororities	\$50.00
Institutional (Health Care Facilities)	
Group Homes (5 or less)	\$25.00
Group Homes (6 or more)	\$50.00
Hospitals	\$50.00
Nursing Homes	\$50.00
Rest Homes	\$50.00

SERVICE AND PERMIT FEE SCHEDULE FOR CONSTRUCTION PERMITS	
A permit is required to install, repair damage to, abandon, remove, place temporarily Out of service, close, or substantially modify a system.	
Automatic Fire-Extinguishing Systems	\$100.00
Battery Systems (Install Stationary Storage Battery Systems Liquid Cap. > 50 Gal.)	\$100.00
Compressed Gases (When Gases in Use or Storage Exceed Amounts Listed in Table 105.6.8)	\$100.00
Cryogenic Fluids	\$100.00
Fire Alarm and Detection Systems and Related Equipment	\$100.00
Fire Pumps and Related Equipment	\$100.00
Standpipe Systems	\$100.00

CITY OF LINCOLNTON
SCHEDULE OF FEES
2021-22

Flammable and Combustible Liquids (to install, construct, and/or alter)	\$100.00
Hazardous Materials (Install, Repair, Abandon, Remove, Place Temp. out of service, Close/Modify)	
Industrial Ovens	\$100.00
LP Gas Systems (If required by NC Dept. of Agriculture & Consumer Services)	\$100.00
Storage Tanks used for Flammable/Combustible Liquids or Hazardouse Materials (Aboveground and Underground)	
REMOVAL (per tank)	\$50.00
NEW INSTALLATIONS (per tank)	\$50.00
Inspection of the retrofitting of storage tanks and pipes containing or used for flammable or combustible liquids or hazardous materials	\$50.00
***Tents, Membrane Structures, Canopies, Kiosks, and Inflatable Structures Tents and Membran Structures exceeding 400 sq. ft. Canopy Structures exceeding 700 sq. ft. (open sides) Clusters of Small Canopy Tents-exceeding 700 sq. ft. without any separation	
** Any Person or Contractor Beginning Work On Any Project Requiring a Permit Prior to Obtaining That Permit Will Be Subject To a Civil Citation <u>and</u> Double Permit Fees.	
Preliminary Plans Review	
Up to 5,000 sq. ft.	\$25.00
5,001 to 10,000 sq. ft.	\$50.00
10,001 to 25,000 sq. ft.	\$125.00
25,001 to 100,000 sq. ft.	\$250.00
Over 100,000 sq. ft.	\$500.00
Additional Departmental Fees (Plan Review Cost is based on Sq. Footage Plus Permits)	
Amusement Structure Inspection and Permit (Haunted Houses & Trails Included)	\$75.00
Commercial Fire Alarm System Inspection (Performance Testing)	\$75.00
Environmental Survey Fee (checking for previous sites of possible contamination)	\$75.00
Fire Pump System Inspection, Performance Testing	\$75.00
Fuel Pump Dispenser Inspection & Permit (including nozzle replacement)	\$75.00
Kitchen Hood System Inspection - Including Performance Test	\$75.00
Hydrant Test Other Than a Flow Test	\$50.00
Hydrant Flow Test (Per Hydrant)	\$50.00
Occupancy Load Permit Evaluation and Placard (Lost Placard)	\$50.00
Other Fire Protection System Inspection and Performance Testing	\$100.00
Spray Booth System Inspection Including Performance Testing	\$100.00
Special Inspection	\$100.00
Sprinkler System Inspection Including Performance Testing	\$100.00
Standpipe System Inspection Including Performance Testing	\$100.00
Wasted Trip Fee for Permit, Inspections, or Requested Inspections	\$100.00
Fees for State Mandated Periodic Fire Inspections (Ordinary Risk Occupancies) 36 months Small Assembly-Group A / Business-Group B / Mercantile-Group M / Storage-Group S / Utility-Group U	Amount Per Building
Less than 501 sq. feet	\$25.00



CITY OF LINCOLNTON SCHEDULE OF FEES 2021-22

501 to 2,500 sq. feet	\$50.00
2,501 to 10,000 sq. feet	\$75.00
10,001 to 20,000 sq. feet	\$100.00
20,001 to 40,000 sq. feet	\$125.00
40,001 to 80,000 sq. feet	\$150.00
80,001 to 120,000 sq. feet	\$175.00
120,001 to 150,000 sq. feet	\$200.00
150,001 to 200,000 sq. feet	\$225.00
200,001 sq. feet and >	\$250.00
During 1st Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (Moderate Risk Occupancies) 24 months Educational-Group E Private Schooles / Factory/Industrial-Group F / Educational-Group E Public Schools (see footnote 9 & 15)	Amount Per Building
Less than 501 sq. feet	\$25.00
501 to 2,500 sq. feet	\$50.00
2,501 to 10,000 sq. feet	\$75.00
10,001 to 20,000 sq. feet	\$100.00
20,001 to 40,000 sq. feet	\$125.00
40,001 to 80,000 sq. feet	\$150.00
80,001 to 120,000 sq. feet	\$175.00
120,001 to 150,000 sq. feet	\$200.00
150,001 to 200,000 sq. feet	\$225.00
200,001 sq. feet and > (plus)	\$250.00
During 1st Re-Inspection - No Re-inspection fee if all violations are corrected or cleared from first inspection	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 months	Per Building



CITY OF LINCOLNTON

SCHEDULE OF FEES

2021-22

Educational/Day Care-Group E Institutional - Group I, R-4, and R-3 Group Homes	Amount
Licensed for 0 to 25	\$25.00
Licensed for 26 to 50	\$50.00
Licensed for 51 to 75	\$75.00
Licensed for 76 to 100	\$100.00
Licensed for 101 to 125	\$125.00
Licensed for 126 to 150	\$150.00
Licensed for 151 to 175	\$175.00
Licensed for 176 to 200	\$200.00
Licensed for 201 to 225	\$225.00
Licensed for 226 Plus	\$250.00
During 1st Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection	Per Building \$25.00
Hospitals - (Per Building)	Amount
1st Inspection	\$125.00
2nd Inspection	\$150.00
3rd Inspection	\$300.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 months	Per Building
Residential - Group R-1 (# sleeping rooms) / R-2 (inspect common area use only) Number of Sleeping Rooms	Amount
Rooms 1 to 30	\$25.00
Rooms 31 to 50	\$50.00
Rooms 51 to 75	\$75.00
Rooms 76 to 99	\$100.00
Rooms 100 to 125	\$125.00
Rooms 126 to 175	\$150.00
Rooms 176 to 199	\$175.00
Rooms 200 to 250	\$200.00
251 + Rooms	\$250.00
During 1st Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection	Per Building \$25.00
High Rise- (inspect common use and service areas only)	Amount
1st Inspection	\$125.00
2nd Inspection (If all Violations are Corrected or Cleared no Charge) If Not--	\$150.00



CITY OF LINCOLNTON SCHEDULE OF FEES 2021-22

3rd Inspection (If all Violations are Corrected or Cleared no Charge) If Not--	\$300.00
Civil Citations and Fines - Any Violation Incurred More Than a Year After Issuance of the Initial Citation Shall be Treated as a First Offense for Purpose of Establishing and Imposing Penalties.	
<i>Violations as Listed in the City of Lincolnton FPAPD and NC SBCFPC</i>	Amount
All Open Burning Violations Listed in the COL FPAPD and NC SBCFPC May Receive a Warning or a Civil Citation	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Fire Lane, Hydrant, Haz-Mat Signs, and False Alarm Violations May be Issued a Warning or Civil Citation.	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Violations of NC SBCFPC and/or COL FPAPD Not Listed in This Section May be Subject to a Warning or Civil Citation	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Violations of the Occupancy Limit Established Pursuant to the NC SBCFPC May be Issued a Warning or Civil Citation	
1st Offense	\$150.00
2nd Offense	\$250.00
3rd Offense and Each Offense After	\$500.00
All Violations of the Locked or Blocked Exits to the NC SBCFPC <u>Shall</u> be Issued a Warning or Civil Citation	
1st Offense	\$150.00
2nd Offense	\$250.00
3rd Offense and Each Offense After	\$500.00
Life Safety Equipment Installed Without Permit	\$250.00
Life Safety Equipment Installed Without Plans	\$250.00
<i>Occupying a Structure Without a Certificate of Occupancy (Each Day)</i>	\$250.00



CITY OF LINCOLNTON SCHEDULE OF FEES 2021-22

Occupancy Notes:	
1) The Building and/or Structure Shall Not be Occupied Prior to the Fire Code Official Issuing a Permit and Conducting Associated Inspections Indicating the Applicable Provisions of This Code Have Been Met. This Includes a Change of Occupancy.	
2) All Issued Permits Shall be Kept on the Premises Designated Therein at All Times and Shall be Readily Available for Inspection.	
3) All Occupancy Placards Shall be Posted in Plain Sight Visible to Public.	
4) Permits may be Revoked for Reasons as Listed in the NC SBCFPC and COL FPAPO.	

Special Notes:

COL FPAPO - City of Lincolnton Fire Prevention and Protection Ordinance

NC SBCFPC - North Carolina State Building Code and Fire Prevention Code

* A delinquency charge shall be imposed at a rate determined by the City of Lincolnton Schedule of Fees.

*** The following are exempt from operational fees but the agency must still get the needed operational permits: Churches, Schools, County Operations and Buildings, City Operations and Buildings, Emergency Service Organizations (Fire, Rescue, EMS), City-County-State and Federal Law Enforcement Agencies, County-City-State and Federal Jails/Detention Centers/Correction Facilities AND Licensed 501c3 agencies.

***NO ONE IS EXEMPT FROM ANY CONSTRUCTION PERMIT FEES OR SPECIAL USE PERMITS ***
EXCEPT AS LISTED IN THE NCBCFP CODE BOOK. The Lincolnton City Council is the only entity who can reduce or exempt rates for construction permits.

*** All Operational Permits are to be valid until next inspection cycle as stated in the NC Fire Prevention Code newest version.

At the time of the next inspection all operational permits for that occupancy will be renewed if they meet the requirements.

Special Notes

* System installation prior to plan to review or permit issuance will result in fees doubled.

* System considered life safety that are installed without a permit will result in a citation/fine being issued for \$250.00.

* All permits listed are mandatory and are required to be issued under the most current edition of the International Fire Prevention Code, NC Amendments.

CITY COUNCIL
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
Mary Frances White
Roby D. Jetton
Jim Watson



CITY MANAGER
Steve Zickefoose, MBA
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CITY CLERK
Daphne Ingram
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CITY ATTORNEY
Thomas J. Wilson, Jr.

R E S O L U T I O N

Adopting Salary Schedule and Schedule of Budgeted Positions (R-08-21)

WHEREAS, the proposed 2021-2022 fiscal year budget has been prepared by the City Manager and presented to the Mayor and City Council; and

WHEREAS, the proposed 2021-2022 fiscal year budget includes a recommended salary schedule and schedule of budgeted positions;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lincolnton adopts the "Salary Schedule", and "Schedule of Budget Positions:", as attached to this resolution, for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Adopted this the 3rd day of June 2021.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

Salary Schedule-Position Classification

City of Lincolnton

Effective July 1, 2021

Grade	Position Title	Minimum	Midpoint	Maximum	Schedule	FLSA
3	Not assigned	21,046	26,307	31,569		N
4	Not assigned	22,098	27,623	33,147		N
5	Not assigned	23,203	29,004	34,805		N
6	Not assigned	24,363	30,454	36,545		N
7	Not assigned	25,582	31,977	38,372		N
8	Building Services Attendant	26,861	33,576	40,291	C	N
8	General Maintenance Worker	26,861	33,576	40,291	B	N
8	Property Maintenance Technician	26,861	33,576	40,291	B	N
9	Not Assigned	28,204	35,255	42,305		N
10	Customer Service Representative	29,614	37,017	44,421	C	N
10	Equipment Operator I	29,614	37,017	44,421	B	N
10	Meter Specialist	29,614	37,017	44,421	B	N
10	Parking Enforcement Officer	29,614	37,017	44,421	A	N
11	Accounting Support Technician	31,095	38,868	46,642	C	N
11	Administrative Support Assistant	31,095	38,868	46,642	C	N
11	Administrative Support Assistant/Recpt	31,095	38,868	46,642	C	N
11	Distribution/Collection Maintenance Tech I	31,095	38,868	46,642	B	N
11	Lead Meter Specialist	31,095	38,868	46,642	B	N
11	Police Evidence Technician	31,095	38,868	46,642	C	N
11	WTP Operator C	31,095	38,868	46,642	B	N
11	WWTP Operator I	31,095	38,868	46,642	B	N
12	Accounting Tech-Accounts Payable	32,649	40,812	48,974	C	N
12	Distribution/Collection Maintenance Tech II	32,649	40,812	48,974	B	N
12	Equipment Operator II	32,649	40,812	48,974	B	N
12	Sr. Administrative Support Assistant	32,649	40,812	48,974	C	N
12	WTP Operator B	32,649	40,812	48,974	B	N
12	WWTP Operator II	32,649	40,812	48,974	B	N
13	Electric Line Technician (Class C)	34,282	42,852	51,423	B	N
13	Firefighter I	34,282	42,852	51,423	A	N
13	Fleet Maintenance Mechanic	34,282	42,852	51,423	A	N
13	WTP Laboratory Analyst	34,282	42,852	51,423	B	N
13	WTP Maintenance Mechanic	34,282	42,852	51,423	B	N
13	WWTP Maintenance Mechanic	34,282	42,852	51,423	B	N
14	Distribution/Collection Maint Tech III	35,996	44,995	53,994	B	N
14	Firefighter II	35,996	44,995	53,994	A	N
14	Fire Inspector I	35,996	44,995	53,994	A	N

Salary Schedule-Position Classification

City of Lincolnton

Effective July 1, 2021

14	Payroll Specialist	35,996	44,995	53,994	C	N
14	Street Maintenance Crew Leader	35,996	44,995	53,994	B	N
14	Utility Billing Customer Service Supervisor	35,996	44,995	53,994	C	N
14	WTP Operator A	35,996	44,995	53,994	B	N
14	WWTP Operator III	35,996	44,995	53,994	B	N
15	Distribution/Collection Crew Leader	37,796	47,244	56,693	B	N
15	Fire Engineer	37,796	47,244	56,693	A	N
15	Fire Inspector II	37,796	47,244	56,693	A	N
15	Lead WTP Maintenance Mechanic	37,796	47,244	56,693	B	N
15	Lead WWTP Maintenance Mechanic	37,796	47,244	56,693	B	N
15	Planning Assistant	37,796	47,244	56,693	C	N
15	WWTP Laboratory Analyst	37,796	47,244	56,693	B	N
16	Electric Line Technician (Class B)	39,685	49,607	59,528	B	N
16	Fire Inspector III	39,685	49,607	59,528	A	N
16	Police Officer	39,685	49,607	59,528	A	N
16	Police Officer (SRO)	39,685	49,607	59,528	A	N
16	Recreation Program Coordinator	39,685	49,607	59,528	C	N
17	Accountant	41,670	52,087	62,504	C	N
17	Distribution/Collection Supv	41,670	52,087	62,504	B	N
17	Fire Lieutenant	41,670	52,087	62,504	A	N
17	General Services Supervisor	41,670	52,087	62,504	B	N
17	Master Police Officer	41,670	52,087	62,504	A	N
17	Police Investigator	41,670	52,087	62,504	A	N
17	Public Works Supervisor	41,670	52,087	62,504	B	N
17	Sr. Recreation Program Coordinator	41,670	52,087	62,504	C	N
17	WTP Chief Operator	41,670	52,087	62,504	B	N
17	WWTP Pretreatment Coordinator	41,670	52,087	62,504	B	N
17	Zoning Administrator	41,670	52,087	62,504	C	N
18	Electric Line Technician (Class A)	43,753	54,691	65,630	B	N
18	Fleet Services Superintendent	43,753	54,691	65,630	B	N
18	HR Benefits Administrator	43,753	54,691	65,630	C	N
19	Not Assigned	45,941	57,426	68,911		N
20	Asst to City Mgr Office/City Clerk	48,238	60,297	72,357	C	N
20	Building Inspections Consultant	48,238	60,297	72,357	C	N
20	Electric Distribution System Supv	48,238	60,297	72,357	B	N
20	Police Sergeant	48,238	60,297	72,357	A	N
21	Accounting Services Manager	50,650	63,312	75,975	C	N
21	Distribution/Collection System Supt	50,650	63,312	75,975	B	E

Salary Schedule-Position Classification
City of Lincolnton
Effective July 1, 2021

21	Parks & Recreation Superintendent	50,650	63,312	75,975	B	E
21	Public Works Superintendent	50,650	63,312	75,975	B	E
21	WTP Superintendent	50,650	63,312	75,975	B	E
21	WWTP Superintendent	50,650	63,312	75,975	B	E
22	Fire Captain	53,182	66,478	79,773	A	N
22	Police Captain	53,182	66,478	79,773	A	N
23	Fire Training Officer	55,841	69,802	83,762	A	E
24	Community Relations Director	58,633	73,292	87,950	C	E
24	Information Technology Manager	58,633	73,292	87,950	C	E
25	Assistant Fire Chief	61,565	76,956	92,347	A	E
25	Electric Distribution System Supt	61,565	76,956	92,347	B	E
25	Police Major	61,565	76,956	92,347	A	E
26	Business Services Director	64,643	80,804	96,965	C	E
27	Parks & Recreation Director	67,875	84,844	101,813	C	E
28	Human Resources Director	71,269	89,086	106,904	C	E
28	Planning & Comm Develop Director	71,269	89,086	106,904	C	E
29	Public Services Director	74,833	93,541	112,249	A	E
29	Public Utilities Director	74,833	93,541	112,249	B	E
30	Finance Director	78,574	98,218	117,861	C	E
30	Fire Chief	78,574	98,218	117,861	A	E
30	Police Chief	78,574	98,218	117,861	A	E
31	Not assigned	82,503	103,129	123,754		E
32	Not assigned	86,628	108,285	129,942		E
33	Not assigned	90,960	113,699	136,439		E
34	Assistant City Manager	95,508	119,384	143,261	C	E
35	Not assigned	100,283	125,354	150,424		E
36	Not assigned	105,297	131,621	157,946		E
37	City Manager	110,562	138,202	165,843	C	E
38	Not assigned	116,090	145,112	174,135		
39	Not assigned	121,894	152,368	182,842		
40	Not assigned	127,989	159,986	191,984		

Salary Schedule-Position Classification

City of Lincolnton

Effective July 1, 2021

41	Not assigned	134,389	167,985	201,584		
42	Not assigned	141,108	176,385	211,663		
	<u>Part-Time Classifications</u>	<u>Hourly</u>		<u>Hourly</u>		
	Lifeguards-Non Experienced	9.00		9.00	C	N
	Lifeguards-Experienced	10.50		10.50	C	N
	Scorekeepers/Concession Workers	8.75		8.75	C	N
	Recreation Worker	10.89		12.91	C	N

CITY OF LINCOLNTON				
SCHEDULE OF BUDGETED POSITIONS				
Effective July 1, 2021				
<u>Administration 4110</u>				
Full Time Positions		2		
<u>Human Resources 4120</u>				
Full Time Positions		5		
<u>Finance 4130</u>				
Full Time Positions		7		
<u>Police Department 4310</u>				
Full Time Positions		37		
<u>Fire Department 4340</u>				
Full Time Positions		40		
<u>Public Works - Administration 4510</u>				
Full Time Positions		2		
<u>Public Works - Street & Prop Maint 4520</u>				
Full Time Positions		11		
<u>Public Works - Equip Services 4530</u>				
Full Time Positions		2		
<u>Public Works - Solid Waste 4710</u>				
Full Time Positions		7		
<u>Planning 4910</u>				
Full Time Positions		2		
<u>Parks & Recreation 6100</u>				
Full Time Positions		7		
<u>Public Works - Water Treatment 7100</u>				
Full Time Positions		10		
<u>Public Works - Distribution & Collection 7110</u>				
Full Time Positions		13		
<u>Public Works - Waste Water Treatment 7120</u>				
Full Time Positions		9		
<u>Public Works - Electric 7200</u>				
Full Time Positions		8		
Total Full Time City Positions:			162	

ITEM #

5

OTHER BUSINESS

ITEM

5a

Request to Speak in Regards to
ElectriCities, NCMPPA #1 &
Attendance at Upcoming 2021
Electricities Annual Meeting



City of Lincoln

AGENDA REQUEST FORM

Please Print

Name Steve Peeler, Chairman of the Board of Directors

Address 321 North Oak Street Phone 704-740-5302

Lincolnton, NC 28092 Email stevepwu@yahoo.com

City State Zip

Name of Firm or Corporation (if applicable) Electricities, Inc.

Other Persons Accompanying Speaker NA

Purpose of Request to Appear Speak to Council & Staff about benefits of Electricities,
NCMPA #1, and attendance at upcoming 2021 Electricities
Annual Meeting.

Council Meeting date you wish to appear June 3, 2021

Amount of time required for Presentation 10 Minutes

Date form submitted to the City Clerk May 26, 2021


Signature of Requesting Party

Return forms to: City Clerk's Office
City of Lincoln
P.O. Box 617
Lincolnton, NC 28093

ITEM #

5b

Consideration/Approval of two
Proposed Art Projects per the
City's New Art Ordinance

City Council
Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro Tem
Roby Jetton
Christine Poinsette
Mary Francis White



City Manager
Ritchie Haynes
RHaynes@LincolntonNC.org
CITY CLERK
Daphne Ingram
[dingram@LincolntonNC.org](mailto:d Ingram@LincolntonNC.org)
CITY ATTORNEY
Thomas J. Wilson, Jr.

MEMO

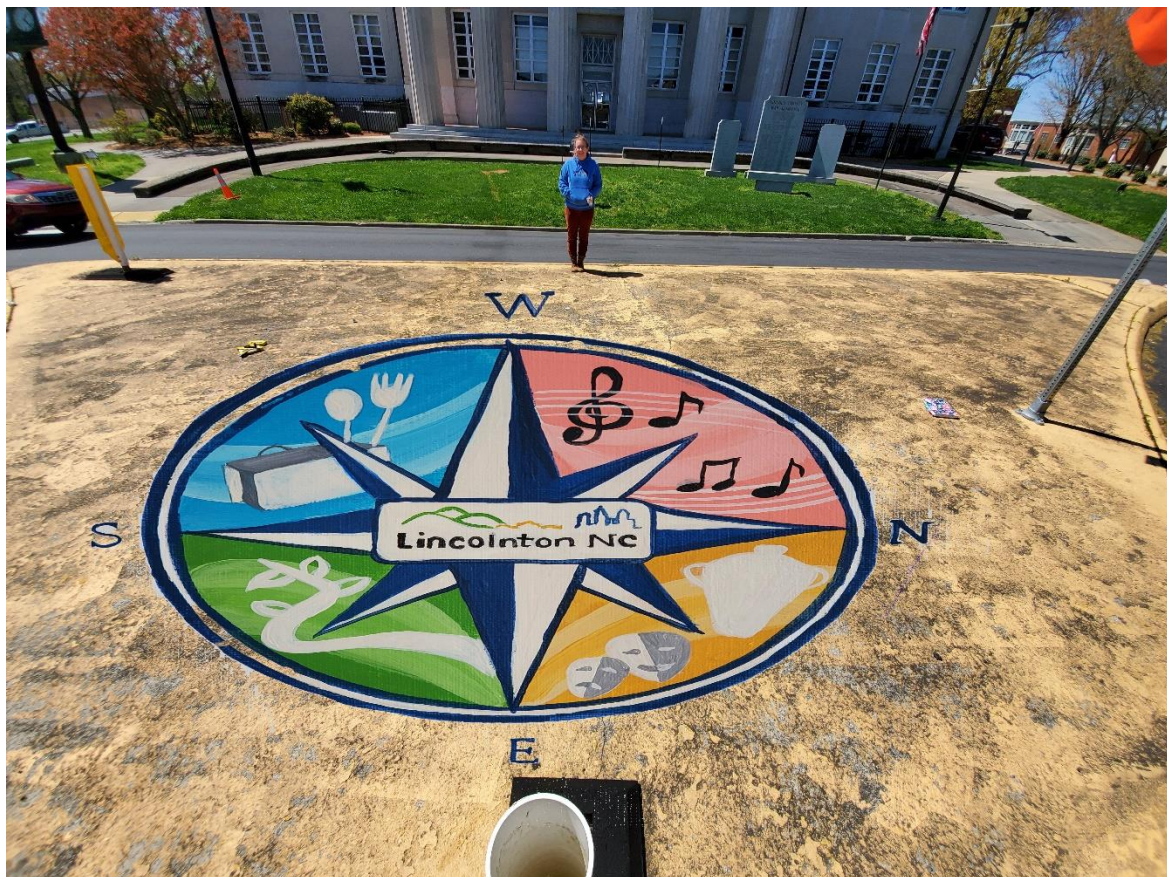
To: Ritchie Haynes
Fr: Laura Morris
Re: Public Art Requests
5/27/21

Ritchie,

We have completed the review and recommendation process with the City of Lincolnton Steering Committee for two projects proposed by the Lincolnton Tourism Development Authority:

1. Compass Rose artwork for the 2 traffic triangles located on the East & West sides of the Lincoln County Court House.
 - a. The Steering Committee unanimously approved the compass artwork presented by LTDA, which is attached for council review and final approval.
2. An art mural for the south/Water Street façade of the new Welcome Center.
 - a. The artwork reviewed by the Lincolnton Steering Committee is attached below.
 - b. The Steering Committee unanimously recommended the Rivoli Theatre artwork recommended by LTDA, which is #1, Rivoli with background.
 - c. There was lots of excited discussion about this new artwork including the input from Water Street merchants on their desire for a fun, whimsical, and colorful mural at the entrance to Water Street as we develop the vision for this community space.
 - d. The committee suggested reducing the number of people depicted in front the theatre and vintage vehicles, which LTDA agreed was a good idea.
 - e. Based on the feedback from LSC, we requested additional revisions to the Rivoli mural to eliminate the "family" of people in the center of the art. This artwork is also attached below.
 - f. There are two versions of the final mural artwork; one with the background and one without for council review and consideration.

Compass Rose Artwork



#1 Rivoli w/ Background



#1 Rivoli w/ Background on building



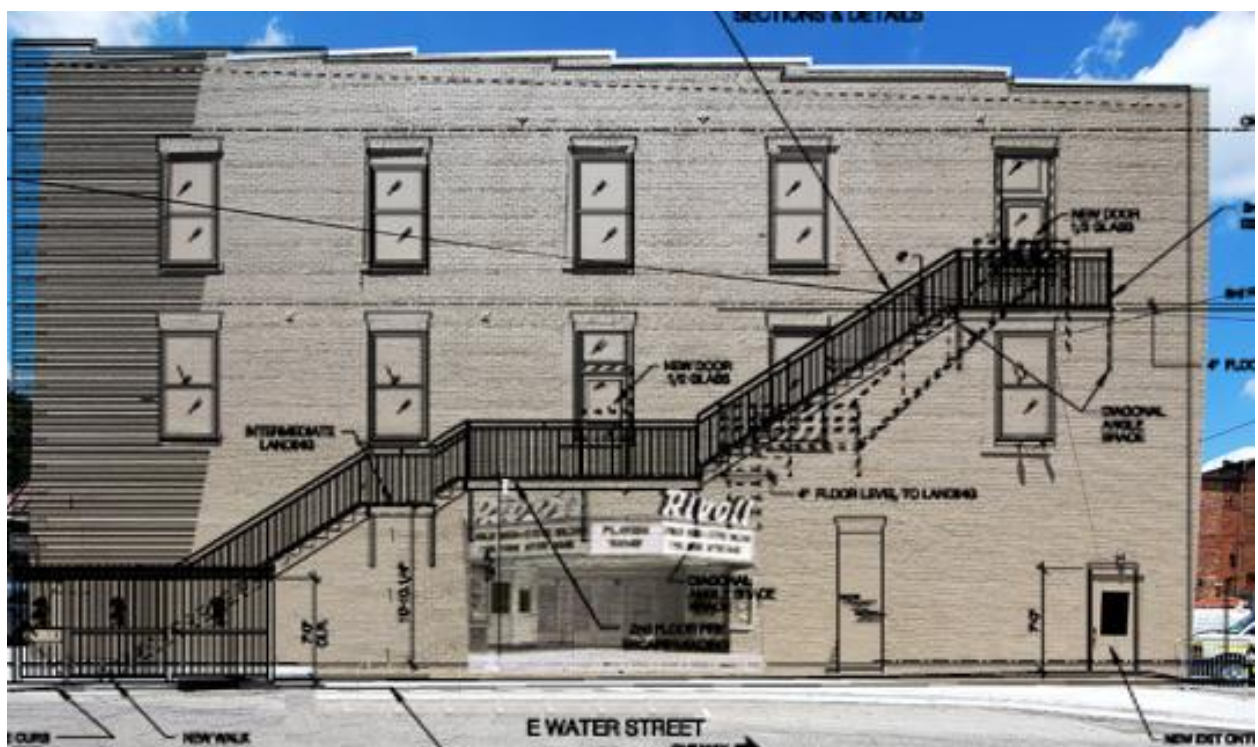
#2 Rivoli, no background



#2 Rivoli, no background on building

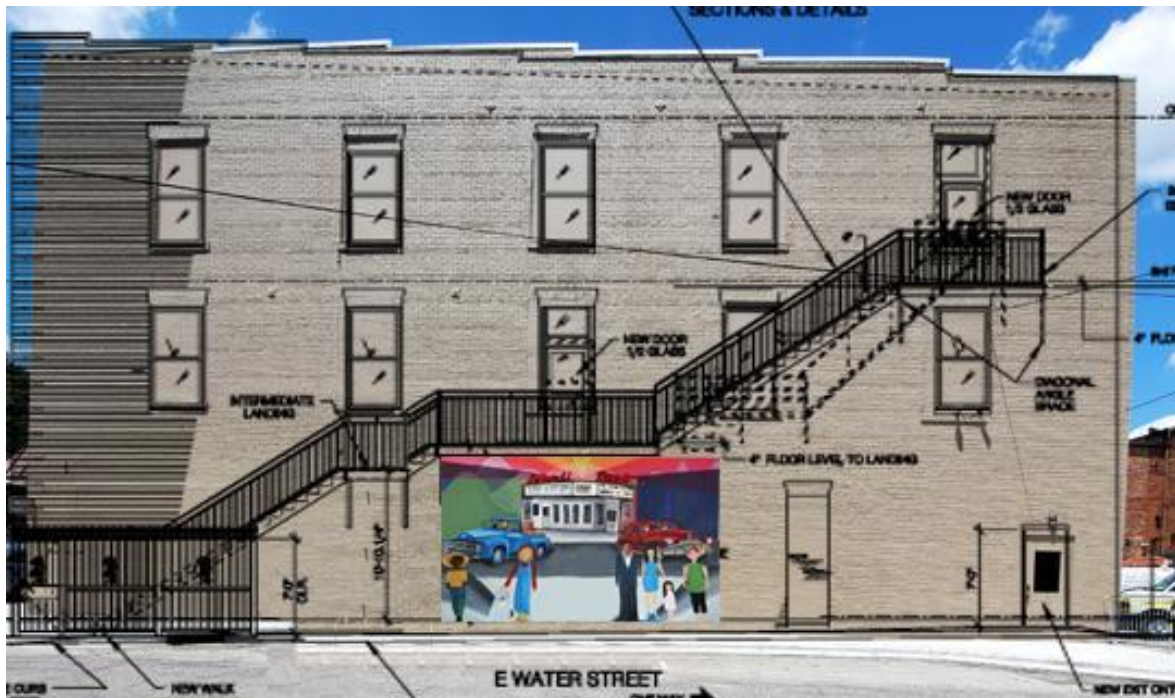


#3 Rivoli only



Rivoli Mural REVISIONS

#1 – Rivoli with background



Rivoli Mural REVISIONS

#2 – Rivoli with no background



ITEM #

5c

Discussion regarding
Council's Opposition to
SB 349/HB401

**NO BACK-UP
AVAILABLE**

ITEM #

6

REPORTS

ITEM #

6a

Manager's
Report/Activity
Update

Executive Summary**April 2021 Year-To-Date**

General Fund		% of					
Fund 10		Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20	Difference
	Revenues	10,911,910	10,344,292	95%	11,543,700	9,861,838	482,453
	Fund Balance	-	-	-	825,000	-	-
		10,911,910	10,344,292		12,368,700	9,861,838	482,453
	City Manager/Clerk	248,220	170,679		222,495	124,140	46,539
	Human Resources	317,020	246,742		262,720	182,202	64,540
	Finance	158,230	76,795		129,630	(20,656)	97,451
	General Expense	1,280,731	1,104,164		1,103,160	821,583	282,581
	General Debt Service	334,757	288,348		430,632	392,345	(103,997)
	Police	3,400,120	2,792,654		3,223,020	2,600,976	191,678
	Fire	2,234,100	2,527,981		2,364,700	1,936,264	591,718
	Public Works	45,660	40,339		43,010	(19,356)	59,695
	Street	829,825	654,121		1,329,225	675,818	(21,697)
	Equipment Services	211,770	192,357		122,970	84,674	107,683
	Solid Waste	692,375	549,308		908,855	784,931	(235,622)
	General Services	-	-		-	-	-
	Plannin/Zoning	497,239	285,539		557,420	257,701	27,838
	Bus & Comm. Dev	123,200	112,468		423,200	117,514	(5,045)
	Recreation	1,038,663	778,901		1,247,663	978,305	(199,404)
	Expenses	11,411,910	9,820,396	86%	12,368,700	8,916,439	903,957
	Difference		523,896			945,400	(421,503)

% of					
Water & Sewer Fund					
Fund 61	Revenues	Budget 20-21	Actual 20-21	Budget	Actual 19-20
	Fund Balance	8,146,950	7,022,182	86%	6,545,925
		-	-	3,725,010	476,256
		8,146,950	7,022,182	10,871,959	476,256
	Water Treatment	1,972,500	1,176,247	1,496,850	196,130
	Dist & Collection	2,032,900	1,655,576	3,652,160	(1,187,712)
	Wastewater	1,625,000	1,359,771	1,547,000	392,385
	W & S Intangibles	4,247,050	3,484,121	4,175,949	(542,022)
	Expenses	9,877,450	7,675,716	78%	(1,141,219)
	Difference		(653,534)		1,617,476

% of					
Electric Fund					
Fund 63	Revenues	Budget 20-21	Actual 20-21	Budget	Actual 19-20
	Fund Balance	7,788,350	7,799,284	100%	6,529,434
		-	-	2,330,000	1,269,849
		7,788,350	7,799,284	10,267,102	1,269,849
	Electric Dept.	8,696,830	6,511,562	10,267,102	(110,599)
	Expenses	8,696,830	6,511,562	75%	(110,599)
	Difference		1,287,721		1,380,449

Overtime 80+ hours

481,238

447,317

33,921