

A G E N D A

LINCOLNTON CITY COUNCIL



September 2, 2021

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON CITY COUNCIL
AGENDA
September 2, 2021
7:00 p.m.**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVAL

1a. Approval of REGULAR AGENDA

1b. Approval of CONSENT AGENDA

- Approval of Minutes for the August 5, 2021 meeting
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.
- **R-13-21** – Resolution Approving Conveyance of Property to Another Unit of Government in North Carolina Pursuant to G.S. 160A-274
- **C-10-21** – Contract for the Antique & Vintage Market Day Event – October 9, 2021

2. PRESENTATIONS

2a. Presentation - Proclamation for *Constitution Week 2021*

Mayor Ed Hatley

2b. Presentation – Advanced Law Enforcement Certificate to Sergeant Isaiah Matthews

Chief Rodney Jordan

**114 WEST SYCAMORE STREET • P.O. BOX 617 • LINCOLNTON, NORTH CAROLINA 28093-0617
PHONE (704) 736-8980**

3. PUBLIC HEARINGS

3a. CZ-6-2021 – Application from Piedmont Companies Inc., requesting the rezoning of 0.75 Acres of land from Central Business (CB) District to the Traditional Infill Development (TID) District. Applicant is proposing to construct eight (8) townhomes. Subject property Consists of two lots, one located at 119 East Pine Street (Parcel ID 01117) and the second On the west side of North Academy Street approximately 90 feet North of the intersection of East Pine Street and North Academy Street (Parcel ID 89317)

Laura Elam, Planning Director

3b. CZ-7-2021 – Application from Brandy White requesting a conditional district rezoning of 0.54 acres from the Planned Business (PB) District to the General Business (Conditional District) GB(CD) for the purpose of opening an auto sales lot. Subject property is located at 799 W. NC Highway 27 (Parcel ID 17410).

Laura Elam, Planning Director

3c. – CZ-8-2021 – Application from TrueCraft Properties, LLC requesting a conditional District rezoning of approximately eleven (11) acres from the Residential-25 (R-25) District to the General Business (Conditional District) GB(CD) for the purpose of constructing a new office building for a construction company. The subject property is located on the south side of Bethel Church Road approximately 1,200 feet east of the intersection of Bethel Church Road and Maiden Highway (Portion of Parcel ID 16976)

Laura Elam, Planning Director

4. INCENTIVE GRANT PUBLIC HEARINGS

4a. TIG-01-2021 – Application from City Cellar for a Targeted Incentive Grant for building Renovations to accommodate a wine bar/restaurant at 409 E. Main Street.

Jean Derby, Planning Assistant

(R-14-21)

4b. Industrial Development Incentive Grant – Adoption of Resolution approving the proposed Incentive Grant Agreement between the City of Lincolnton and Spantek

John Dancoff, Lincoln Economic Development

5. REGULAR AGENDA

(BA-05-21)

5a. Budget Amendment to amend General Fund (forfeited assets related to seizure date 10/14/2020) and Special Revenue Fund (American Rescue Plan Act)

Pam McBryde, Finance Director

(R-15-21)

5b. Resolution of Support Regarding the Courthouse Reuse Project

Ritchie Haynes, City Manager

6. OTHER BUSINESS

6a. Consideration of Using ARP Funds for Employee Vaccination Incentives

Tanya Osborne, Human Resources Director

6b. Manager's Report/Activity Update

Ritchie Haynes, City Manager

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

AGENDA

APPROVAL

ITEM #

1a

APPROVAL
OF
REGULAR AGENDA

ITEM #

1b

APPROVAL

OF

CONSENT AGENDA

Minutes for the
August 5, 2021
meeting

The Mayor and City Council met in regular session on Thursday, August 5, 2021 at 7:00 p.m. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton North Carolina.

Mayor Ed Hatley opened the meeting with a moment of silence, after which all those in attendance were asked to stand for the Pledge of Allegiance.

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

Councilwoman White made a motion to approve the *CONSENT AGENDA* as presented and amended:

- **Approval of Minutes for the June 24, 2021 meeting**
- **APPT-05-21 – Appointment of Michelle Patterson to the Lincolnton Tourism Development Authority to fill vacancy per authority by-laws**

PUBLIC HEARINGS

ZMA-4-2021

Application from Crayton Kale/Alotbetter, LLC requesting the rezoning of 1.36 acres of land from Neighborhood (NB) District to the Residential-25 (R-25) District. The subject property

Planning Director Laura Elam presented a detailed summary of the request to council members. Mrs. Elam explained the applicants request and provided a current zoning map along with views of the property. She also provided some land use plan history on the site, stating that the rezoning is consistent with the Land Use Plan in staff's opinion. Mrs. Elam reported that Planning Board and staff recommend the following:

1. Approval of rezoning of the property from NB to R-25
2. Approval of the statement of consistency for approval of the rezoning request
3. If rezoning is approved, amend the land use plan to include the property in the Residential Suburban Planning Area

Mr. Crayton Kale, one of the applicants, briefly spoke to council members regarding the request, offering to answer any questions. With no one else wishing to speak and with no further discussion, **Councilwoman Poinsette made a motion to close the Public Hearing. Members voted 4-0 in favor of the motion**

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

(CZ-5-2021)

Application from Piedmont Companies, Inc., requesting a Conditional Rezoning from R-8 and R-O Districts to the Planned Residential District (PRD) for the purpose of building 20 Townhomes. The subject property is 1.5 acres in size and is made up of three parcels located on the north side of East Main Street approximately 150 feet east of the intersection of Huss Street and East Main Street (Parcel ID 22425, 22424 and 51760)

Planning Director Laura Elam began by reminding Council that request was heard and tabled at the June 24th meeting so that a vehicular connection to Arney Street could be studied and so that the applicant could submit a landscape plan. Mrs. Elam stated that an Arney Street connection was discussed among staff and viewed as appropriate without improvements being made by the developer with the exception of the required sidewalk and planning strip along the site frontage (Arney Street). She explained that a revised plan showing access to Arney Street, as well as a landscaping plan has been submitted by the applicant. Mrs. Elam concluded stating that Planning Board and staff recommend approval.

Mr. Craig Upshaw, commercial developer with Piedmont Companies, was present and spoke briefly to the project, informing council members of other potential options.

Councilwoman Poinsette 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. Members voted 4-0 in favor of the request

Targeted Incentive Grant Program
Application from Lincolnton Planning Department requesting an amendment of the City of Lincolnton Targeted Incentive Grant Program

Planning Director Laura Elam presented a request to council members requesting an amendment to the City's Targeted Incentive Grant Program (TIG). Mrs. Elam explained the purpose for the program and how it works. She stated that per the legal advice received, the incentive program should be linked to requirements for energy efficiency measures. The chart below summarizes key changes to the Targeted Incentive Program:

	Current Program	Proposed Program
Funding Type	Forgivable loan	Grant
Maximum Award	\$200,000.00	\$50,000.00
Required Dollar Match	50 percent	No
Minimum Required Financial Investment by Applicant	No	\$150,000.00
Performance Period	Loan can be forgiven if restaurant meeting program requirements remains in place for at least 5 yrs.	Grant to be repaid to City on pro-rated basis if restaurant meeting program requirements does not remain in place for at least 5 yrs.
Job Creation Requirement	No	Minimum of 2 full time equivalent employees for at least 5 yrs.
Minimum Number of Seats	50	No
Energy Efficiency Measures Required	No	Yes
Requirement For General Contractor to Perform Building Renovations	Yes	No
Requirement For General Contractor to Prepare Written Cost Estimate	Yes	No
Requirement For Funding To Be Returned to City If Restaurant or Building is Sold Within 5 Yrs	No	Yes

Some discussion was generated regarding project oversight and quality of the work to be done if no general contractor is being required. There were also concerns related to cost estimates. It was stated that inspections will be required. Mrs. Elam further explained that Mr. Wayne Godfrey, a certified building inspector, will be included in the group of people to look at the improvements prior to the funds being issued to ensure certain standards are met.

Rhonda Hunter with the Lincoln Economic Development Association, expressed her thankfulness for the incentives and communicated how helpful incentives are when working with small businesses, particularly restaurants.

Mayor and Council members expressed their appreciation to Ms. Hunter for her hard work and contributions that are directly tied to the economic development of the downtown area.

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

Councilman Eaddy made a motion to approve the Targeted Incentive Grant Program as presented. Members voted 4-0 in favor of the motion.

REGULAR AGENDA

Presentation **FM Global Fire Prevention Grant Award**

Rusty Reynolds, Training Officer, was recognized for his above and beyond the call of duty actions. Chief Heavner explained that Training Officer Reynolds submitted an application for the FM Global fire prevention grant, which stood out among hundreds that were received. His submission led to his department being awarded additional funding in the amount of \$3389.00 to purchase two laptop computers with accessories. Mayor Ed Hatley presented him the plaque that accompanied the grant funds. *(a copy of award letter is attached and made a part of these minutes)*

Request to Address Council Regarding Lincolnton Industrial Incentive Grant Policy

Mr. Cliff Brumfield, Lincoln Economic Development Association Director, addressed councilmembers regarding proposed changes to the Lincolnton Industrial Incentive Grant Policy. Mr. Brumfield explained that reevaluating

both city and county incentive grant policies are done to ensure competitiveness. He reviewed the process, and voiced the concerns identified within the current policy; which could potentially be the reason for the early elimination during the selection process. Mr. Brumfield proposed the following changes to the City of Lincoln Industrial Incentive Grant Program Policy. Proposed changes are in black, existing program parameters are in blue:

1. Level I Grant – for qualifying new capital investment by new or expanding industries in an amount from \$750,000 to \$999,999. A level 1 grant is paid in 3 equal installments over a 3-year term and represents a 65% reduction in taxes.

Currently, Level 1 covers \$1,000,000 - \$4,999,999 at a similar 65% reduction in taxes for 5 years. This change provides an incentive for smaller industrial investments and reduces the grant payment period accordingly. This change is intended to show smaller, typically locally owned industries that Lincoln encourages their location and investment here.

2. Level II Grant -- for qualifying new capital investment by new or expanding industries in an amount of \$1,000,000 to \$9,999,999. A level II grant represents a 75% reduction in taxes and is paid in 5 equal installments over a 5-year term. Or, for more than 75 jobs created, the incentive is extended from a 5 to a 7-year term.

Currently, Level 2 covers \$5,000,000 – \$19,999,999 at a similar 75% reduction in taxes. This change will provide for a greater reduction in taxes for qualifying investments of \$10K or more. In the current policy, any investment resulting in 75 or more jobs is similarly paid out in 7 years.

3. Level III Grant -- for qualifying new capital investment by new or expanding industries in an amount from \$10,000,000 to \$19,999,999. A level III grant provides an 85% reduction in taxes and is paid in 7 equal installments over a 7-year term.

Currently, Level III covers \$20,000,000 - \$24,999,999 at an 85% reduction in taxes over 7 years.

4. Level IV Grant -- for qualifying new capital investment by new or expanding industries in an amount of \$20,000,000 or more. A level IV grant represents a 95% reduction in taxes and is paid in 8 equal installments over an 8-year term.

Currently, Level IV covers \$25,000,000 or more and provides a 95% reduction in taxes paid over 7 years. The new change will again make Lincoln and Lincoln County more competitive, especially for larger transformative new location opportunities.

With no questions from Council, **Councilwoman Poinsette made a motion to approve the changes. Members voted 4-0 in favor of the motion.**

. **(BA-04-21)**

Budget Amendment to the Annual Budget Ordinance for the fiscal year ending June 30, 2022 (General Fund and Water & Sewer Fund)

Mayor Ed Hatley recognized Pamela McBryde, Finance Director, to speak to the item. Mrs. McBryde presented a budget amendment to reflect the addition of the FM Global fire prevention grant funds (\$3,389.00) received to purchase two laptop computers. The appropriation of funds from the FY 2021 capital projects are reflected as well. These projects were put on hold due to Covid-19 (\$279,000.00). Projects are WTP VFD, WTP Breakers MCCI and WTP Generator Batteries. Total Amendment of \$282,389.

Mrs. McBryde also informed councilmembers of notification received regarding the first installment of ARPA funds which should total nearly 1.8 million dollars total. *(a copy of which is attached and made a part of these minutes)*

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

C-08-21

Cruisin' For A Cause Event

Laura Morris, Community Relations Director, presented a request to Council on behalf of Cruisin' For A Cause organizers, requesting approval to sell and serve beer at its annual event in 2021. She reported that this year's event is scheduled for Saturday, September 18th from 5:00 p.m. to 10:00 p.m. Ms. Morris informed that both Chief Jordan and Chief Heavner approved the request and that staff has prepared the special event permit and city alcohol contract for approval.

Councilwoman Poinsette made a motion to approve the request.

(Per the recording, motion was made prior to discussion taking place)

There was some discussion on the issue regarding the location of the actual event and where alcohol sales will take place. Ms. Morris explained where check points will be located and participant requirements that will be enforced.

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

C-09-21
Revised Code Enforcement Contract with Lincoln County

City Manager Ritchie Haynes presented a revised code enforcement contract with Lincoln County for Councils approval. Mr. Haynes explained the new contract now contains language to address abandoned structures, as well as minimum housing and commercial maintenance. He informed council of the quarterly meetings that will take place going forward, and talked about having access to the county's software so that reports can be printed. He noted that staff now has the ability to track ongoing issues. Some discussion was generated among council and staff. *(a copy of contract is attached and made a part of these minutes)*

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

MANAGER'S REPORT/ACTIVITY UPDATE

City Manager Ritchie Haynes presented to following financial report:

August 2021 Council Meeting							
Executive Summary							
June 2021 Year-To-Date							
General Fund		Budget 20-21	Actual 20-21	% of Budget	Budget 19-20	Actual 19-20	Difference
Fund 10	Revenues	10,911,910	12,383,650	113%	11,543,700	11,210,882	1,172,767
	Fund Balance	-	-	-	825,000	-	-
		10,911,910	12,383,650		12,368,700	11,210,882	1,172,767
	City Manager/Clerk	248,220	222,207		222,495	183,560	38,648
	Human Resources	317,020	303,426		262,720	240,553	62,872
	Finance	158,230	186,314		129,630	76,940	109,374
	General Expense	1,280,731	1,288,428		1,103,160	1,012,689	275,739
	General Debt Service	334,757	289,592		430,632	394,832	(105,241)
	Police	3,400,120	3,307,829		3,223,020	3,154,330	153,499
	Fire	2,234,100	2,924,181		2,364,700	2,297,877	626,304
	Public Works	45,660	72,944		43,010	17,949	54,995
	Street	829,825	727,902		1,329,225	822,848	(94,946)
	Equipment Services	211,770	239,935		122,970	117,079	122,856
	Solid Waste	692,375	641,937		908,855	886,254	(244,317)
	General Services	-	-		-	-	-
	Plannin/Zoning	497,239	367,207		557,420	334,279	32,929
	Bus & Comm. Dev	123,200	115,343		423,200	284,055	(168,712)
	Recreation	1,038,663	974,988		1,247,663	1,158,942	(183,954)
	Expenses	11,411,910	11,662,233	102%	12,368,700	10,982,186	680,046
	Difference		721,417			228,696	492,721
Water & Sewer Fund		Budget 20-21	Actual 20-21	% of Budget	Budget 19-20	Actual 19-20	Difference
Fund 61	Revenues	8,146,950	8,439,177	104%	7,146,949	8,316,133	123,044
	Fund Balance	-	-	-	3,725,010	-	-
		8,146,950	8,439,177		10,871,959	8,316,133	123,044
	Water Treatment	1,972,500	1,450,510		1,496,850	1,344,983	105,526
	Dist & Collection	2,032,900	1,919,669		3,652,160	3,161,795	(1,242,127)
	Wastewater	1,625,000	1,579,746		1,547,000	1,413,950	165,796
	W & S Intangibles	4,247,050	3,984,104		4,175,949	4,133,466	(149,362)
	Expenses	9,877,450	8,934,029	90%	10,871,959	10,054,195	(1,120,167)
	Difference		(494,851)			(1,738,062)	1,243,210
Electric Fund		Budget 20-21	Actual 20-21	% of Budget	Budget 19-20	Actual 19-20	Difference
Fund 63	Revenues	7,788,350	8,958,865	115%	7,937,102	8,363,218	595,647
	Fund Balance	-	-	-	2,330,000	-	-
		7,788,350	8,958,865		10,267,102	8,363,218	595,647
	Electric Dept.	8,696,830	8,155,737		10,267,102	8,566,646	(410,910)
	Expenses	8,696,830	8,155,737	94%	10,267,102	8,566,646	(410,910)
	Difference		803,129			(203,428)	1,006,557
Overtime	80+ hours		583,359			509,759	73,600

Mr. Haynes pointed out several dates of upcoming events scheduled to take place. He gave a brief COVID update. Mayor Hatley commented on his conversation with the Lincoln County Health Department Director, who requested that he stress the importance of getting the vaccine. Mr. Haynes also reported on the success of National Night Out, and thanked everyone who helped make it possible.

PUBLIC COMMENT

Mr. David Lutz expressed public comments regarding the Oaklawn Community. He spoke to what he feels is a very dangerous problem in terms of pedestrians walking along the 321 bypass bridge. He also voiced concerns about those he identified as homeless individuals walking on the railroad tracks in this area.

Mr. Steve Peeler also signed up to speak but declined when name was announced.

NEWS MEDIA - There was no comments from the media

CLOSED SESSION

Councilwoman White made a motion to go into closed session to discuss property acquisition in accordance with NCGS 143-318.11(A)(5). Members voted 4-0 in favor of the motion.

ADJOURNMENT:

Upon returning from closed session, Councilman Jetton made a motion to adjourn the meeting. Members voted 4-0 in favor of the motion.

DAPHNE INGRAM, CITY CLERK

ED HATLEY, MAYOR



June 11, 2021

Training Officer Reynolds
Lincolnton Fire Department
PO Box 617
Lincolnton, North Carolina 28093
United States

Dear Training Officer Reynolds:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received, and we will be funding \$3389 to purchase two laptop computers with accessories. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

Award checks and plaques will be mailed in July to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

Michael Spaziani
Assistant Vice President, Manager - Fire Service Programs

*CC: Keith Burton - Atlanta Operations
21-035 - Lincolnton Fire Department*

FM GLOBAL FOUNDATION
JOHNSTON RI 02919

PAYMENT INFORMATION

DATE: June 9, 2021
CHECK NUMBER: 22920983
AMOUNT PAID: \$3,389.00
ACCOUNT NUMBER: XXXXXX8352
TRACE NUMBER: 00000000037191750
VENDOR ID: 1
VENDOR NAME: LINCOLNTON FIRE DEPARTMENT



0000000001-37 CPL0 UX 15921-106 UB - A0150166

LINCOLNTON FIRE DEPARTMENT
FIRE CREW INC
PO BOX 617
LINCOLNTON NC 28093



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
6/9/2021	Fire Grant Check	Payment	\$3,389.00	\$0.00	\$3,389.00
		Totals	\$3,389.00	\$0.00	\$3,389.00

PLEASE DETACH BEFORE DEPOSITING CHECK

FM GLOBAL FOUNDATION
JOHNSTON RI 02919

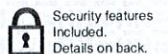
CHECK
NUMBER: 22920983

June 9, 2021

1-2
210

PAY TO THE ORDER OF: LINCOLNTON FIRE DEPARTMENT
FIRE CREW INC
PO BOX 617
LINCOLNTON NC 28093

AMOUNT
\$3,389.00



Three Thousand Three Hundred Eighty-Nine And 00/100 Dollars

Fire Grant Check

JPMorgan Chase Bank NA, New York NY

Denise A. Hebert

Authorized Signatures

22920983 0210000210

628718352

CITY COUNCIL

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

**CITY MANGER**

Richard Haynes
rhaynes@lincolntonnc.org

CITY CLERK

Daphne Ingram
dingram@lincolntonnc.org

CITY ATTORNEY

Thomas J. Wilson, Jr.

BA-04-21

BE IT ORDAINED by the Governing Board of the City of Lincolnton, North Carolina, that the following amendment be made to the Annual Budget Ordinance for the fiscal year ending June 30, 2022.

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

General Expense

Fire	\$	3,389
	\$	3,389

Section 2: To amend the General Fund, the revenues are to be changed as follows:

Grants - Other	\$	3,389
	\$	3,389

General Fund: Training Officer Rusty Reynolds with the Fire Department applied for the FM Global fire prevention grant. This is a "non-matching" grant that is to fund the purchase of two laptop computers.

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

Water Treatment Plant	\$	279,000
	\$	279,000

Section 8: To amend the Water and Sewer Fund, the revenues are to be changed as follows:

Fund Balance Appropriated	\$	279,000
	\$	279,000

Water and Sewer Fund: Appropriating funds for the FY2021 capital projects that did not get started due to Covid-19. Funding is from fund balance. Projects are WTP VFD, WTP Breakers MCC1 and WTP Generator Batteries.

Section 14: Appropriations are authorized by departmental totals. The City Manager is authorized to reallocate departmental appropriations among line item objects of expenditures and revenues as necessary during the budget year.

Section 15: Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

TOTAL AMENDMENT \$ 282,389

Adopted this 5th day of August, 2021

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor

INTERLOCAL COOPERATION AGREEMENT

between

LINCOLN COUNTY

and

THE CITY OF LINCOLNTON

This contract is made and entered into this _____ day of _____, 2021 (hereinafter referred to as the "Agreement"), between **LINCOLN COUNTY**, a body corporate and politic authorized by the laws of the State of North Carolina, having a mailing address of 353 N. Generals Boulevard, Lincolnton, NC 28092, hereinafter referred to as the "County" and the **CITY OF LINCOLNTON**, a North Carolina municipal corporation having a mailing address of 114 W. Sycamore Street, Lincolnton, NC 28092, hereinafter referred to as the "City";

W I T N E S S E T H

WHEREAS, the governing bodies of the County and City have found and determined that it is in the public benefit and interest to enter into an agreement for the following:

a. The City desires to contract with the County, and the County desires to contract with the City, for the County to provide assistance and aid through the County's Planning and Inspections Department to the City for the purpose of facilitating code enforcement services ("Code Enforcement") within the city limits and the extraterritorial jurisdiction ("ETJ") of the City of Lincolnton; and

WHEREAS, the Interlocal Cooperation Act, as codified in N.C.G.S. § 160A-460 through § 160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the County and City, as governments, are authorized to enter into intergovernmental services agreements; and

WHEREAS, the County is authorized to make and execute contracts with municipalities in the same county where the City of Lincolnton is located; and

WHEREAS, the governing bodies of the County and City have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree to the following:

I. Terms of Code Enforcement Services from County to City

(A) Services Provided. The County shall provide to the City, on an as-needed and as-available basis, County personnel who shall provide code enforcement services for the

City to include, but not be limited to, the following, as directed by the County Manger and/or City Manager or their respectively designated personnel:

1. Act as the Code Enforcement Officer for the City;
2. Investigate complaints of violations of the Unified Development Ordinance, Nuisance, Flood, Abandoned Structure Ordinance, and Abandoned Vehicle Ordinances;
3. Subsequent to investigation, determine if violation(s) exist;
4. If violation is determined to exist, take photographs of violation(s);
5. Post and mail notice of violation(s), notice of hearings (as needed), and deadline for compliance;
6. Schedule, coordinate, and attend violation hearings;
7. Advise property owner of appropriate action(s) necessary to bring property into compliance and deadline for compliance;
8. Within one (1) week of deadline for compliance, perform follow-up investigation to determine compliance and notify concerned parties of action(s) taken; and
9. Notify the City of any cases in which there is continued non-compliance after the deadline given to the property owner by the Code Enforcement Officer for which compliance has expired.
10. Monitor cases that are likely to become repeat violations and reopen cases as necessary.

(B) Salary and Benefits. The County shall be responsible for the payment of salary and benefits to employee(s) responsible for the Code Enforcement. However, the City shall maintain workers' compensation insurance covering such employees during the performance of their duties for the City pursuant to this Agreement.

(C) Term of Agreement. This Agreement shall be for a term of one (1) year ending on June 30, 2022, and shall automatically renew on an annual basis thereafter unless one party provides written notice of termination at least thirty (30) days before the renewal of the Agreement.

(D) Cap on Hours Provided. Notwithstanding the foregoing, however, the County shall only be required to provide no more than six hundred and twenty-four (624) man-hours of labor for Code Enforcement within the city limits and ETJ of the City of Lincolnton, each fiscal year.

(E) Legal Services. Any legal services that shall be required for the enforcement of any code violations within the city limits or ETJ of the City of Lincolnton, including lien placement, injunctions, small claims matters, etc, shall be performed by the City Attorney and City employees. County employees will only be involved in legal matters regarding these code violations as witnesses, if necessary. The City shall be responsible for all legal fees that are incurred regarding code violations within the city limits or ETJ of the City of Lincolnton.

(F) Building Inspections. This Agreement shall not include the enforcement of any building inspections for properties located within the city limits or ETJ of the City of

Lincolnton. This matter is managed under a separate agreement between the City and the County and is not subject to the terms contained herein.

(G) Minimum Housing Ordinances. This Agreement shall not include the enforcement of any minimum housing ordinances for properties located within the city limits or ETJ of the City of Lincolnton. This matter shall continue to be the sole responsibility of the City. The Inspections Division will continue to provide on-site inspection assistance at the request of the City but shall not manage any administrative function related to the enforcement of the aforementioned ordinance. Requests for on-site assistance shall be made at least 2 business days in advance.

(H) Commercial Maintenance Code. This Agreement shall not include the enforcement of any commercial maintenance codes for properties located within the city limits or ETJ of the City of Lincolnton. This matter shall continue to be the sole responsibility of the City. The Inspections Division will continue to provide on-site inspection assistance at the request of the City but shall not manage any administrative function related to the enforcement of the aforementioned ordinance. Requests for on-site assistance shall be made at least 2 business days in advance.

(I) Real Property. No ownership of real property shall be involved in the undertaking of this Agreement.

II. **Additional Terms.** The following terms apply to this Agreement in its entirety, including Section I.

(A) Termination. This Agreement shall automatically renew on July 1, 2022, for one-year extensions unless notification is provided in writing by either party, in writing, prior to the anniversary of the renewal.

(B) Breach of Agreement. If either party fails to perform the duties and obligations under this Agreement, the non-breaching party shall have the right to terminate this Agreement in writing with thirty (30) days' notice.

(C) Notice. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepared, to the following entities:

City: Lincolnton City Manager
 114 W. Sycamore St.
 Lincolnton, North Carolina 28092

With Copy to: Thomas J. Wilson, Jr.
 PO Box 737
 Lincolnton, NC 28093

County: Lincoln County Manager
 353 N Generals Boulevard
 Lincolnton, North Carolina 28092

With Copy to: Wesley L. Deaton
The Deaton Law Firm, PLLC
PO Box 2459
Denver, NC 28037

(D) Payment for services. The City shall annually pay the County the amount of Twenty-Nine Thousand and no/100 (\$29,000.00) Dollars, beginning July 1, 2021 and continuing on the first of July each year thereafter, including any possible extensions, until the expiration or termination of this Agreement.

(E) Miscellaneous Provisions.

1. This Agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein and covered hereby. This Agreement may not be modified, released or waived except by a written agreement signed by all of the parties hereto.

2. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

3. No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

4. The various rights, powers and remedies herein contained and reserved to either the County or the City shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or an acquiescence therein.

5. In the event either of the parties receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, administrative or arbitration proceedings or investigations in connection with this Agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

6. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

8. Time shall be of the essence of this Agreement and each and every term and condition thereof.

9. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

10. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

11. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

12. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

13. In the event of a dispute arising from this Agreement, the parties agree to take the following actions as conditions precedent to any party hereto filing an action arising from the Agreement:

i. The Lincolnton City Manager and the Lincoln County Manager shall meet in an attempt to informally mediate the dispute; and

ii. If said Managers are unable to successfully mediate said dispute, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Lincoln County Manager and the Chairman of the Lincoln County Board of Commissioners.

If the parties, after taking the steps provided hereinabove, are unable to successfully mediate their dispute, then either party may file an action in the Lincoln County Superior Court for a determination of the parties' respective rights and liabilities therein.

In witness, whereof, the parties have executed this Agreement by day and year above first written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF LINCOLNTON,
A North Carolina Municipal Corporation

By: _____
Ed Hatley, Mayor

ATTEST:

Daphne Ingram, City Clerk

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

Pamela McBryde, Finance Director
City of Lincolnton

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

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

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

Witness my hand and seal this _____ day of _____, 2021.

Notary Public

(SEAL)

My Commission Expires: _____

LINCOLN COUNTY,

A North Carolina Body Corporate and Politic

By: _____
Carrol D. Mitchem
Chairman of the Board of Commissioners

ATTEST:

Amy Atkins, County Clerk

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

Deanna Rios, Finance Director
Lincoln County, North Carolina

Approved as to form on behalf of Lincoln County

Wesley L. Deaton
Attorney for Lincoln County

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, _____ a Notary Public of said county and state, certify that Amy Atkins personally came before me this day and acknowledged that she is the County Clerk of Lincoln County, North Carolina, a body corporate and politic in nature, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, North Carolina, the foregoing instrument was signed in its name and by its Chairman of the Board, sealed with its corporate seal and attested by her as its County Clerk.

Witness my hand and seal this _____ day of _____, 2021.

Notary Public

(SEAL)

My Commission Expires: _____

Executive Summary**June 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	12,383,650	113%	11,543,700	11,210,882	1,172,767
	Fund Balance	-	-	-	825,000	-	-
		10,911,910	12,383,650		12,368,700	11,210,882	1,172,767
	City Manager/Clerk	248,220	222,207		222,495	183,560	38,648
	Human Resources	317,020	303,426		262,720	240,553	62,872
	Finance	158,230	186,314		129,630	76,940	109,374
	General Expense	1,280,731	1,288,428		1,103,160	1,012,689	275,739
	General Debt Service	334,757	289,592		430,632	394,832	(105,241)
	Police	3,400,120	3,307,829		3,223,020	3,154,330	153,499
	Fire	2,234,100	2,924,181		2,364,700	2,297,877	626,304
	Public Works	45,660	72,944		43,010	17,949	54,995
	Street	829,825	727,902		1,329,225	822,848	(94,946)
	Equipment Services	211,770	239,935		122,970	117,079	122,856
	Solid Waste	692,375	641,937		908,855	886,254	(244,317)
	General Services	-	-		-	-	-
	Plannin/Zoning	497,239	367,207		557,420	334,279	32,929
	Bus & Comm. Dev	123,200	115,343		423,200	284,055	(168,712)
	Recreation	1,038,663	974,988		1,247,663	1,158,942	(183,954)
	Expenses	11,411,910	11,662,233	102%	12,368,700	10,982,186	680,046
	Difference		721,417			228,696	492,721

	% of					
	Budget 20-21	Actual 20-21	Budget	Budget 19-20	Actual 19-20	Difference
Water & Sewer Fund						
Fund 61 Revenues	8,146,950	8,439,177	104%	7,146,949	8,316,133	123,044
Fund Balance	-	-		3,725,010		
	8,146,950	8,439,177		10,871,959	8,316,133	123,044
Water Treatment	1,972,500	1,450,510		1,496,850	1,344,983	105,526
Dist & Collection	2,032,900	1,919,669		3,652,160	3,161,795	(1,242,127)
Wastewater	1,625,000	1,579,746		1,547,000	1,413,950	165,796
W & S Intangibles	4,247,050	3,984,104		4,175,949	4,133,466	(149,362)
Expenses	9,877,450	8,934,029	90%	10,871,959	10,054,195	(1,120,167)
Difference		(494,851)			(1,738,062)	1,243,210

Electric Fund		Budget 20-21		Actual 20-21		% of Budget	Budget 19-20	Actual 19-20	Difference
Fund 63	Revenues	7,788,350		8,958,865		115%	7,937,102	8,363,218	595,647
	Fund Balance	-		-			2,330,000	-	-
		7,788,350		8,958,865			10,267,102	8,363,218	595,647
	Electric Dept.	8,696,830		8,155,737			10,267,102	8,566,646	(410,910)
	Expenses	8,696,830		8,155,737		94%	10,267,102	8,566,646	(410,910)
	Difference			803,129				(203,428)	1,006,557

Overtime 80+ hours

583,359

509,759

73,600

(R-13-21)

Resolution
Approving
Conveyance of
Property

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.

R-13-21

**Resolution Approving Conveyance of Property to
Another Unit of Government in North Carolina
Pursuant to G.S. 160A-274**

WHEREAS, the City of Lincolnton owns a 40ft aluminum flag pole; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the City of Lincolnton has determined that it is in the best interest of the City to convey said flag pole to Lincolnton High School, and deems it wise to do so for no consideration.

THEREFORE, THE LINCOLNTON CITY COUNCIL RESOLVES THAT:

1. The City of Lincolnton hereby conveys to Lincolnton High School the following property: 40ft. Aluminum Flag Pole
2. The property herein described shall be conveyed for no consideration.
3. The city manager is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 2nd day of September, 2021

Seal

Ed Hatley, Mayor

(C-10-21)

Contract for
Antique & Vintage
Market Day Event

October 9, 2021

Lincolnton Antique & Vintage Market Day 2021

CONTRACT

**STATE OF NORTH CAROLINA
COUNTY OF LINCOLN**

THIS CONTRACT AND AGREEMENT made and entered into on this the 2nd day of September 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 Antique & Vintage Market Day” event, which will be staged in downtown Lincolnton on Saturday October 9, 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 Antique & Vintage Market Day” event 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 Antique & Vintage Market Day” event, scheduled to be held on Saturday September 9, 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 10 a.m. or after 4:00 p.m. on the day of the 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 Antique & Vintage Market Day" event. 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 Antique & Vintage Market Day" event. 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 Antique & Vintage Market Day" 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

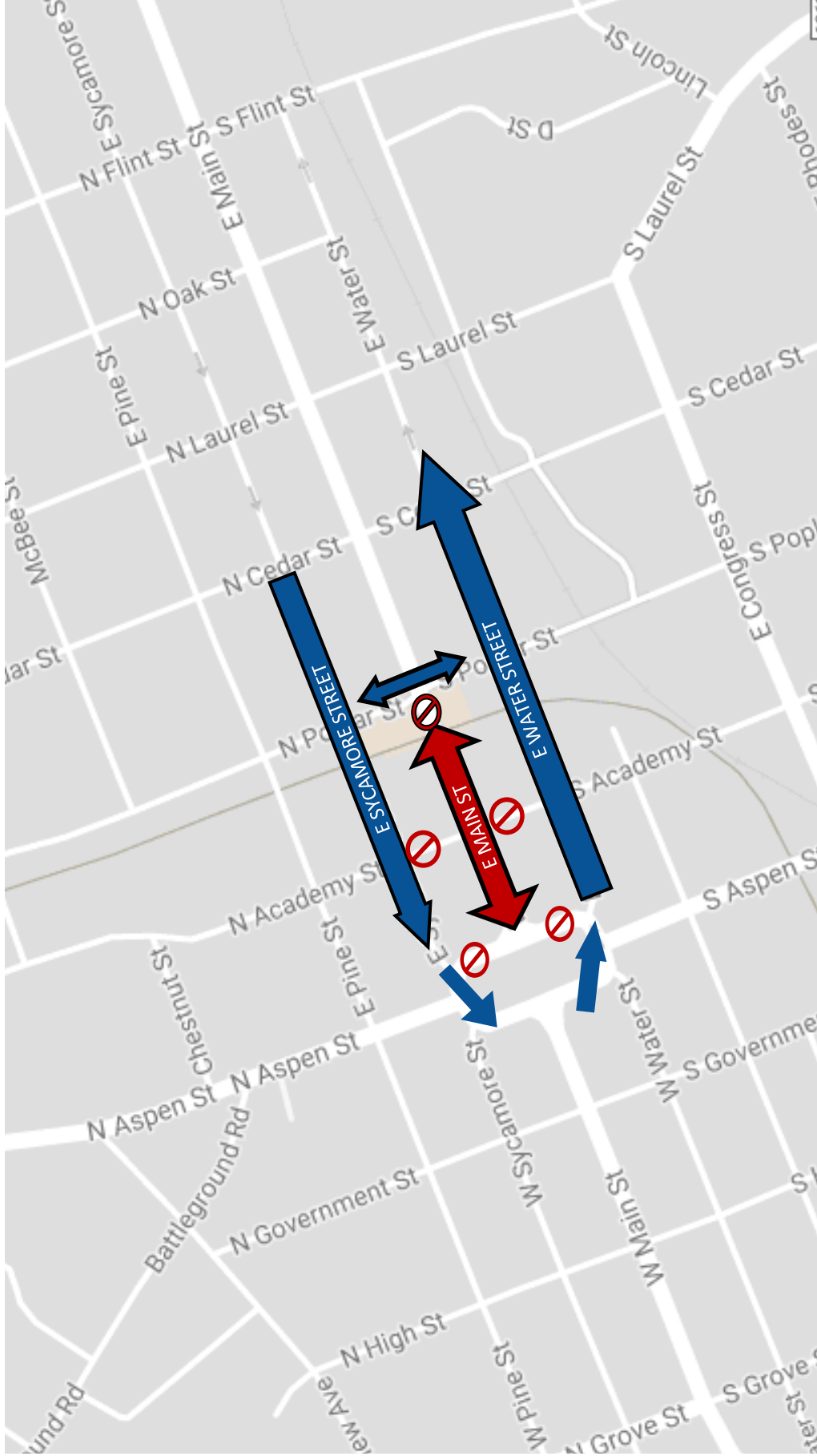
By: _____
Ed Hatley, Mayor

Attest:

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

2021 Antique & Vintage Market Day

Saturday, 10/9/21, 10a-4p



Set-up Start: 7:00am
Break-down Finish: 6:00pm



ITEM #

2

PRESENTATIONS

ITEM #

2a

Proclamation

Constitution Week 2021

CITY COUNCIL

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



CITY MANAGER

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

PROCLAMATION Constitution Week 2021

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public law 915 guarantees the issuing of a proclamation each year by the president of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE, I, Ed Hatley, by virtue of the authority vested in me as Mayor of the City of Lincolnton do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincolnton to be affixed this 2nd day of September the year of our Lord two thousand twenty-one.

**ED HATLEY
MAYOR**

**DAPHNE INGRAM
CTY CLERK**

ITEM #

2b

Advanced Law
Enforcement Certificate



CITY OF LINCOLNTON POLICE DEPARTMENT

RODNEY JORDAN • CHIEF OF POLICE

TO: Ritchie Haynes, City Manager
FROM: Chief R. Jordan *RJ*
SUBJECT: Presentation
DATE: August 18, 2021

The purpose of this memorandum is to request permission to present Sergeant Isaiah Mathews with his Advanced Law Enforcement Certificate at the September 2nd, City Council Meeting. Sergeant Mathews has logged hundreds of hours of training and worked several years to earn this certification. The Advanced Law Enforcement Certificate is the highest award issued by the North Carolina Training and Standards Commission.

Your Consideration is greatly appreciated.

ITEM #

3

PUBLIC HEARINGS

ITEM #

3a

CZ-6-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

DATE: September 2, 2021

SUBJECT: CZ-6-2021 Request from Piedmont Companies for the rezoning of 0.75 acres of land from Central Business (CB) District to the Transitional Infill Development (TID) District. The applicant is proposing to construct eight (8) townhomes.

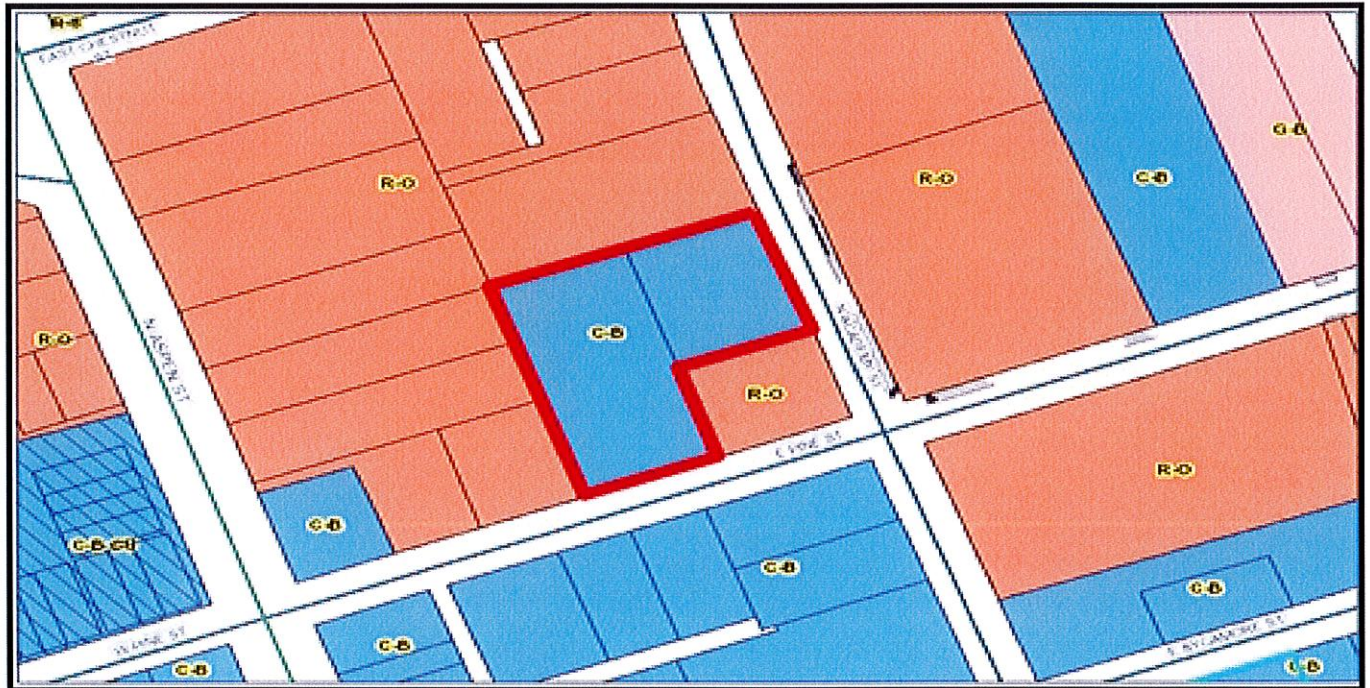
SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of 0.75 acres of land from Central Business (CB) District to the Transitional Infill Development (TID) District. The applicant is proposing to construct eight (8) townhomes.

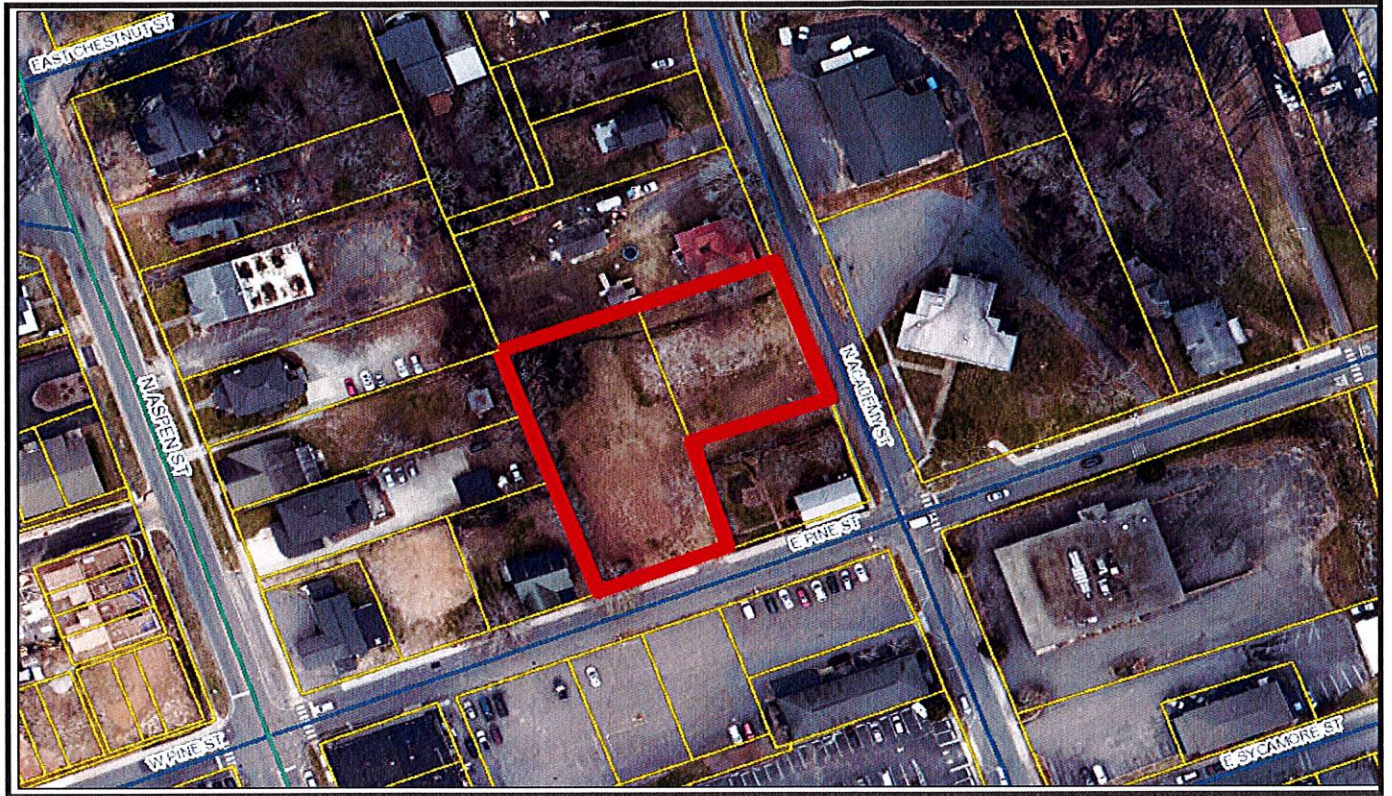
The subject property consists of two lots, one located at 119 East Pine Street (Parcel ID 01117) and the second on the west side of North Academy Street approximately 90 feet north of the intersection of East Pine Street and North Academy Street (Parcel ID 89317).

The adjacent properties are a mixture of office uses and single family dwellings. Zoning around the site is a mixture of Central Business (CB) and Residential-Office (R-O) Districts.

CURRENT ZONING MAP



AERIAL VIEW



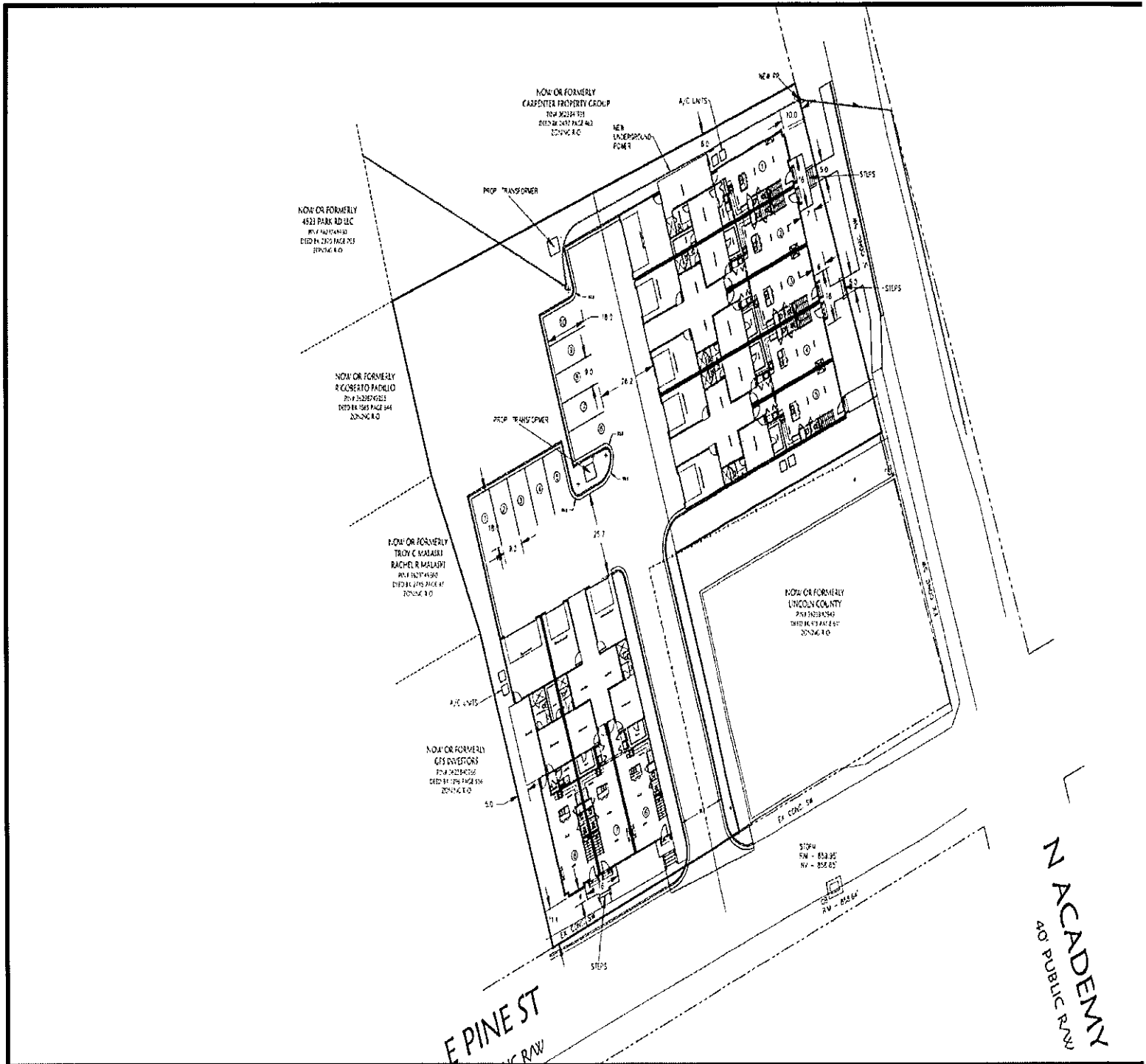
STREET VIEWS





PROJECT DETAILS

- The project is made up of two separate parcels approximately 0.75 acres in size with 8 townhome units proposed.
- The site plan is showing one entrance into the site from East Pine Street. Parking will be in the rear of the buildings.
- There will be two buildings with five units in one building and three units in the other building.
- The applicant's site plan is below.



TRANSITIONAL INFILL DEVELOPMENT DISTRICT

The UDO notes that a transitional infill development (TID) is a type of planned unit development characterized by smaller project areas and higher density, innovative development. In addition, a TID contains residential uses only. The project size of a TID is between one-half to ten acres and contains at least three dwelling units.

LAND USE PLAN

The Land Use Plan shows the property in the Central Business Planning area and includes the following recommendations for this area:

- Future land uses should accentuate and enhance the area's unique "downtown" atmosphere and ambience,
- Future residential development is strongly encouraged as a means of enhancing the area's vitality, and
- Pedestrian accessibility should be promoted.

The rezoning of the property to the Transitional Infill Development (TID) district is consistent with the land use plan in staff's opinion.

CONDITIONAL ZONING

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

STAFF REVIEW COMMITTEE

The Staff Review Committee had the following comments:

1. A sidewalk constructed to City of Lincoln specifications must be constructed along the entire frontage of East Pine Street and North Academy Street.
2. The applicant will be responsible for coordinating with the utility department concerning all approved apparatus for water and sewer. Taps will need to be relocated outside of the roadway. Sewer stub out must be shown on plan.
3. The City Fire Inspector is concerned about accessibility and fire hydrant locations. The fire inspector will need to review and approve all plans prior to development.
4. Driveway permits will be required from the City prior to development.
5. Coordinate transformer location and electrical design with the City Electrical Superintendent.
6. Parking spaces must be 9' x 19' in size
7. Screening and landscaping meeting the City requirements must be met and shown on an approved landscape plan prior to development.

8. The buildings are to be constructed of brick that matches the color of Memorial Hall in accordance with the development agreement as amended June 3, 2021.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff view the request as appropriate for approval and recommend the following actions:

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

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

Case No. CZ-6-2021

Applicant: Piedmont Companies

Parcel ID#: 01117 & 89317

Location: East Pine Street and North Academy Street

Request: Rezone from CB to TID for the use of the property for 8 townhome units

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Central Business Planning Area. The Plan strongly encourages residential development in this area as a means of enhancing the vitality of downtown. 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-6-2021

Applicant: Piedmont Companies

Parcel ID#: 01117 & 89317

Location: East Pine Street and North Academy Street

Request: Rezone from CB to TID for the use of the property for 8 townhome units

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Central Business Planning Area. The Plan strongly encourages residential development in this area as a means of enhancing the vitality of downtown. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan. However, the proposed use is not viewed as desirable in the area and therefore, **denial of the proposed amendment is reasonable and in the public interest.**

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-7-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

DATE: September 2, 2021

SUBJECT: CZ-7-2021- Application from Brandy White requesting a conditional district rezoning of 0.54 acres from the Planned Business (PB) District to the General Business(Conditional District) GB(CD) for the purpose of opening an auto sales lot.

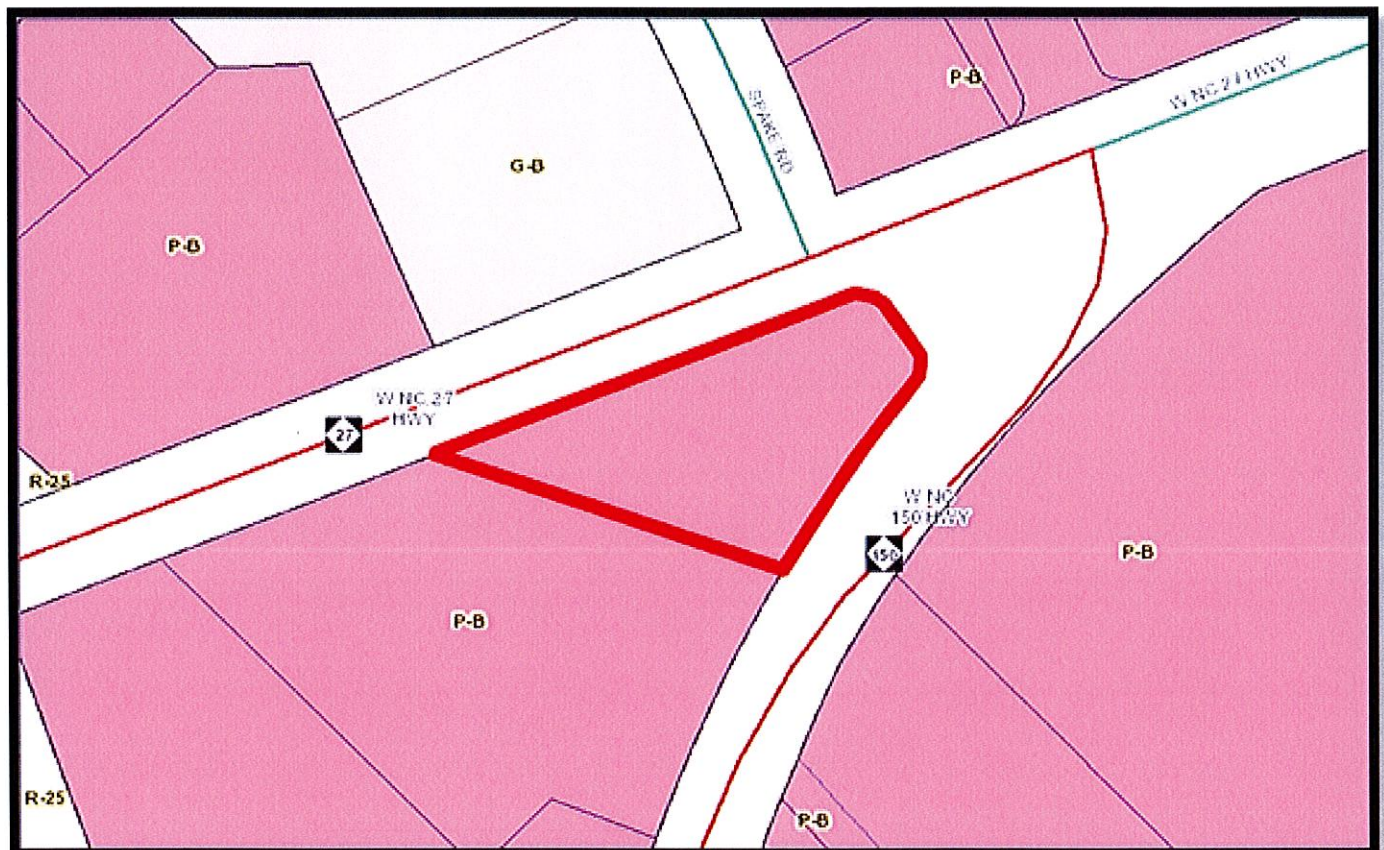
SITE AND AREA DESCRIPTION

Brandy White is requesting a conditional district rezoning of 0.54 acres from the Planned Business (PB) District to the General Business(Conditional District) GB(CD) for the purpose of opening an auto sales lot. The subject property is located at 799 W. NC Highway 27 (Parcel ID 17410).

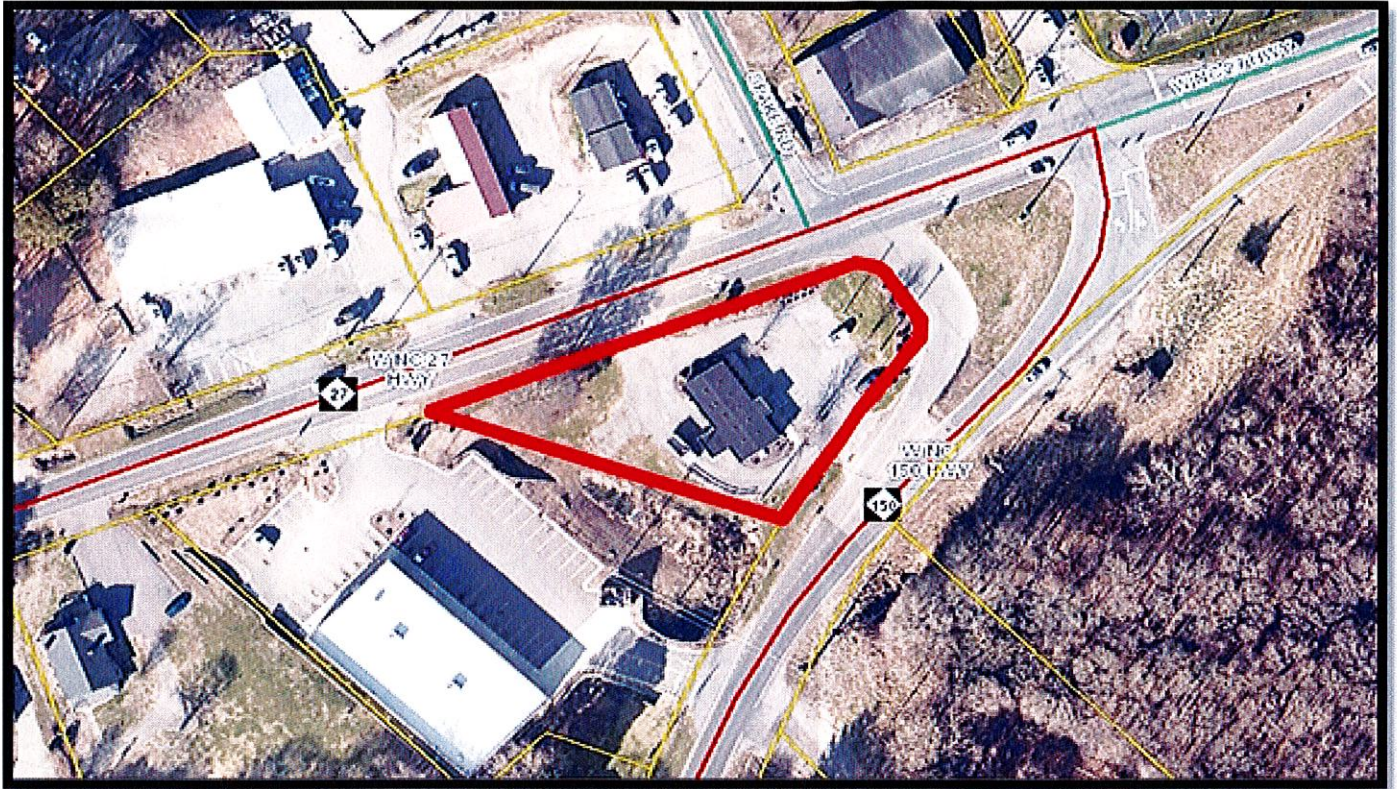
The subject property was formerly used as Carolina Trust Bank and currently has an approximately 1600 square foot modular building on the property with 13 paved parking spaces.

The adjacent properties are commercial. Zoning around the site is a mixture of Planned Business (PB) District and General Business (GB) District.

CURRENT ZONING MAP



AERIAL VIEWS



STREET VIEWS





CITY LIMITS/ETJ BOUNDARY MAP



PROJECT DETAILS

- The applicant is requesting to use the property for an auto sales lot.
- No changes will be made to the site. It would be used as it currently exists.

LAND USE PLAN

The Land Use Plan shows the property in the Planned Business Planning Area. The Plan notes that a large majority of commercial uses outside Downtown are likely to occur in planned business areas. These areas are designed to be the City's destination shopping areas and encompass most larger shopping centers and commercial areas along the City's major corridors. The PB district used to allow auto sales lots as a conditional use. This was amended several months ago when the City changed to conditional district zoning in lieu of conditional use permits. The rezoning of the property to the General Business district is consistent with the land use plan in staff's opinion.

CONDITIONAL ZONING

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

STAFF REVIEW COMMITTEE

The Staff Review Committee had the following comments:

1. Due to the small lot size, the site shall be limited to ten (10) autos for sale with the remaining parking and asphalt areas used for customer parking and employees.
2. No parking shall be permitted in the grassy areas.
3. All landscaped areas shall remain.
4. NCDOT will need to review a driveway permit application.
5. Sign permit will be required for new signage.
6. Fire access will need to be maintained.

PLANNING BOARD AND STAFF RECOMMENDATION

Planning Board and Staff view the request as appropriate for approval and 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 with the conditions of approval.

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

Case No. CZ-7-2021

Applicant: Brandy White

Parcel ID#: 17410

Location: 799 West NC Highway 27

Request: Rezone from PB to GB (CD) for the use of the property for an auto sales lot.

Proposed Consistency and Reasonableness Statement:

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

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

Case No. CZ-7-2021

Applicant: Brandy White

Parcel ID#: 17410

Location: 799 West NC Highway 27

Request: Rezone from PB to GB (CD) for the use of the property for an auto sales lot.

Proposed Consistency and Reasonableness Statement:

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

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 #

3c

CZ-8-2021

MEMO TO: Mayor and City Council Members

FROM: Laura Elam, Planning Director

DATE: September 2, 2021

SUBJECT: CZ-8-2021- Application from True Craft Properties, LLC requesting a conditional district rezoning of approximately 11 acres from the Residential-25 (R-25) District to the General Business (Conditional District) GB(CD) for the purpose of constructing a new office building for a construction company.

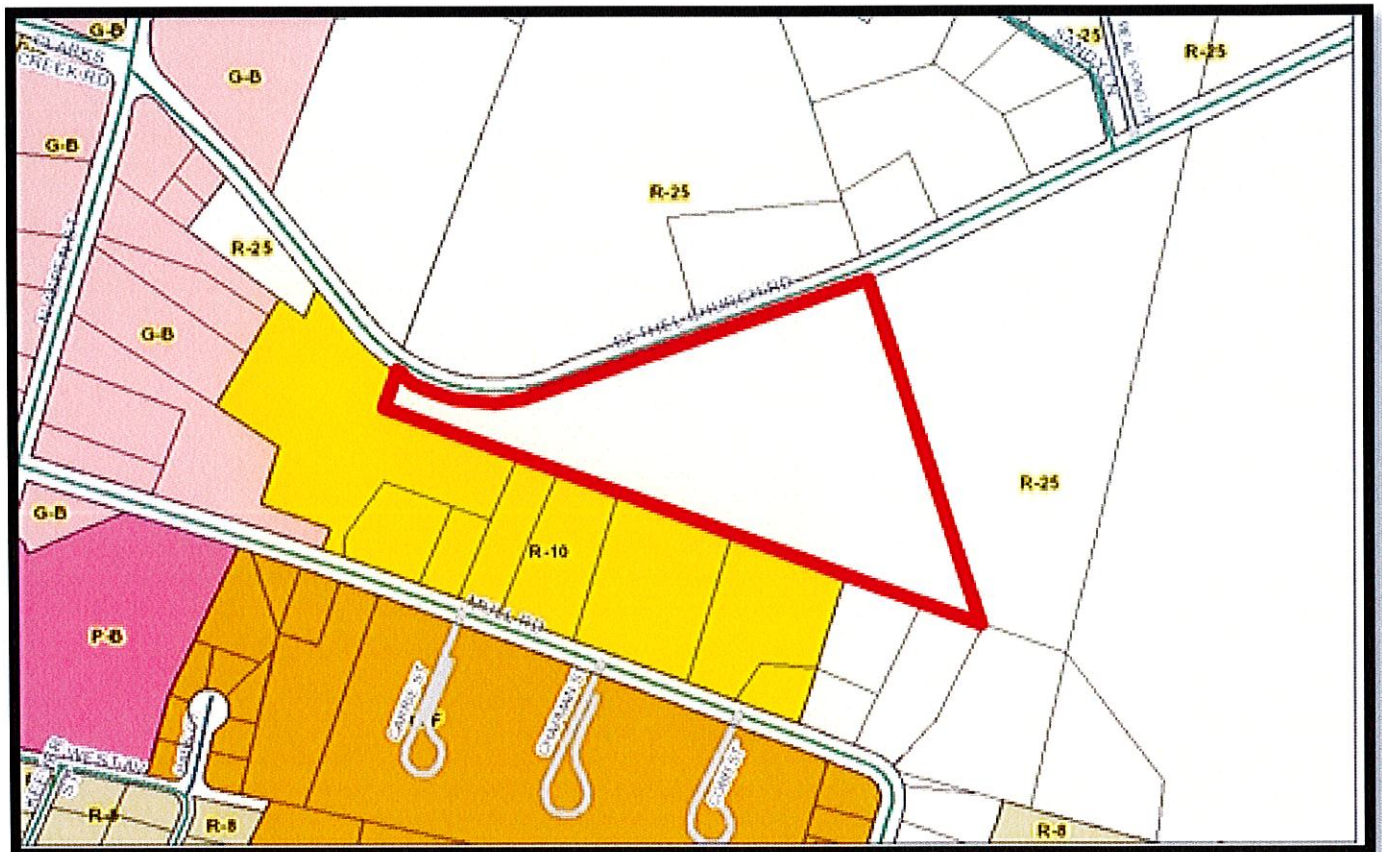
SITE AND AREA DESCRIPTION

True Craft Properties, LLC is requesting a conditional district rezoning of approximately 11 acres from the Residential-25 (R-25) District to the General Business(Conditional District) GB(CD) for the purpose of constructing a new office building for a construction company. The subject property is located on the south side of Bethel Church Road approximately 1,200 feet east of the intersection of Bethel Church Road and Maiden Highway (portion of Parcel ID 16976).

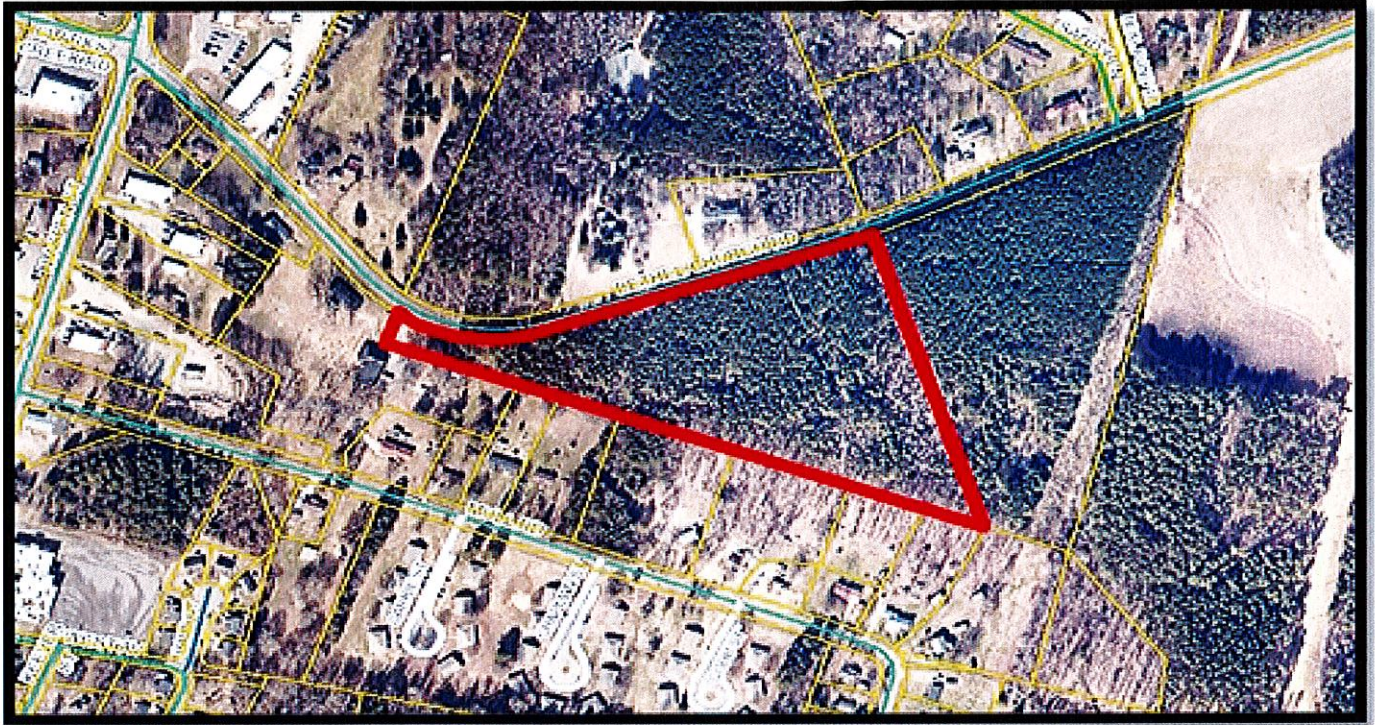
The subject property is vacant. It was wooded but has recently been cut for timber.

The adjacent properties are mostly residential with a church and commercial uses nearby along the Maiden Highway. Zoning around the site is a mixture of R-10, R-25, and GB.

CURRENT ZONING MAP



AERIAL VIEW

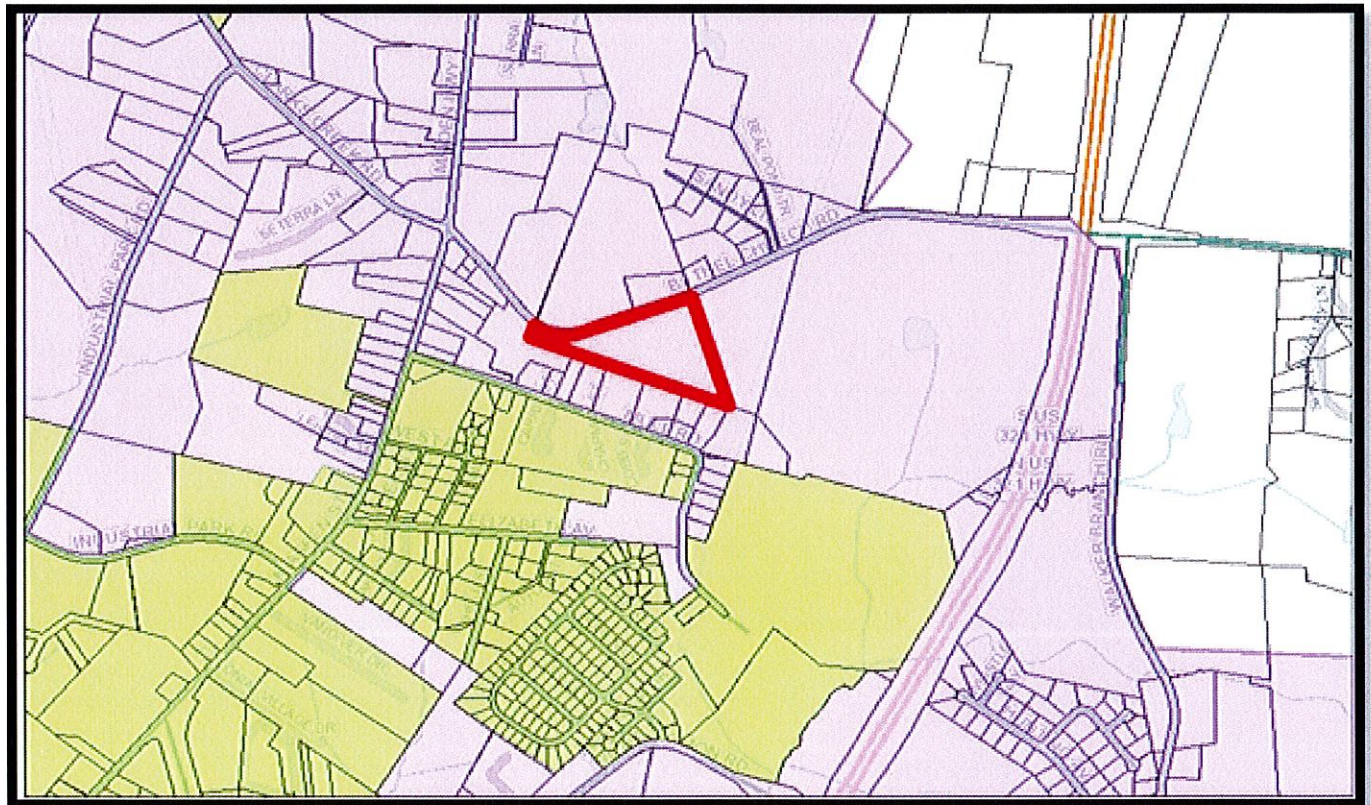


STREET VIEWS



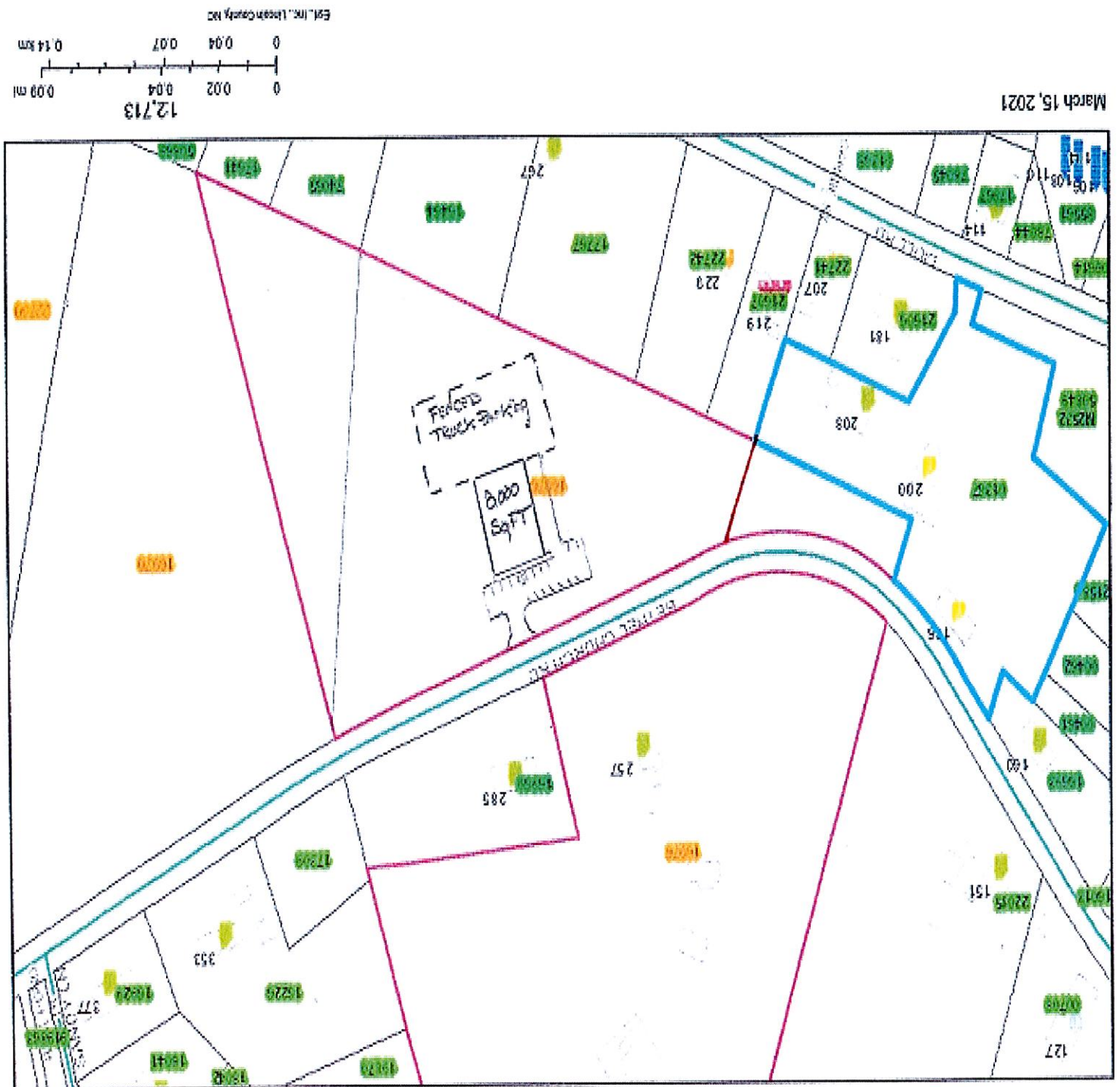


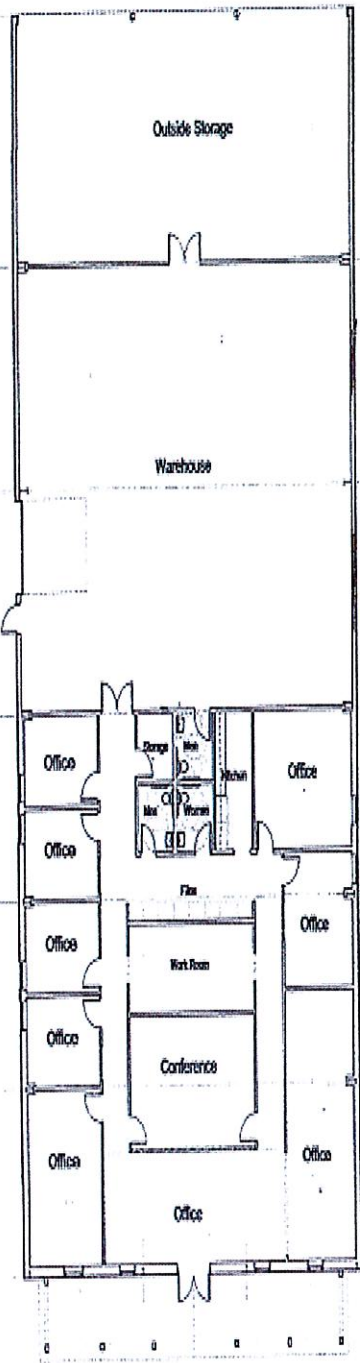
CITY LIMITS/ETJ BOUNDARY MAP



PROJECT DETAILS

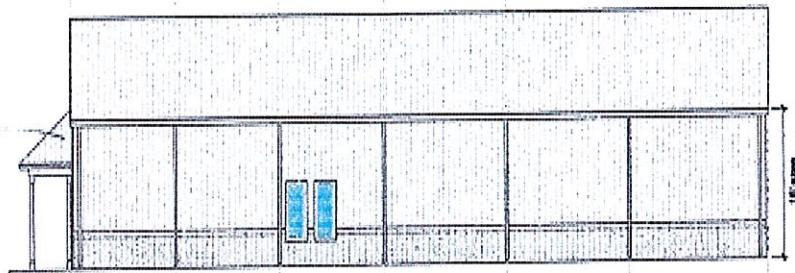
- The applicant is requesting to use the property for an office for a construction company.
- Proposed is an 8,000 square foot office.
- A parking lot would be located in the front of the building with additional parking for trucks in the rear.
- One driveway is proposed onto Bethel Church Road.
- See site plan and building design shown below





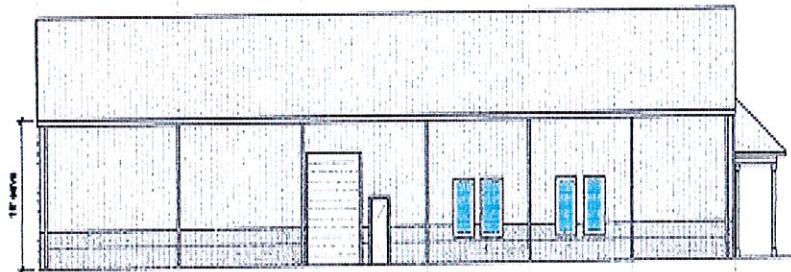
1 Floor Plan

A1 1/8" = 1'0" 8775d



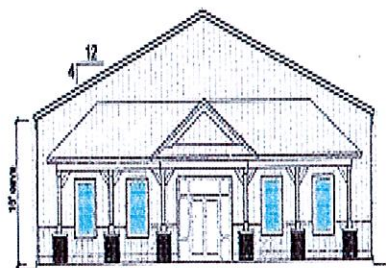
5 Right Side Elevation

A1 1/8" = 1'0"



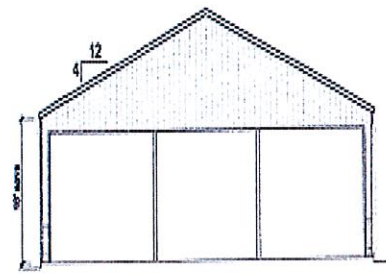
4 Left Side Elevation

A1 1/8" = 1'0"



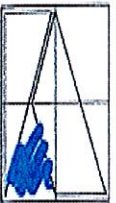
2 Front Elevation

A1 1/8" = 1'0"



3 Rear Elevation

A1 1/8" = 1'0"



**KENNETH
ANDREWS
architect**

7319 Vero Lane
Charlotte, NC 28215
704.323.5321
kandrews@carolina.rr.com



621 Clark Creek Road
Lincolnton, NC 28032
828.428.3530
www.truecraftbuilders.com

NEW OFFICE WAREHOUSE



Clark Creek Road
Lincolnton, NC

Project 016



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**FLOOR
PLAN** A1

LAND USE PLAN

The Land Use Plan shows the property in the Residential Suburban Planning Area. The request is not consistent with the land use plan.

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 detailed civil plan and landscape plan will need to be completed by an engineer, architect, or surveyor and approved by the planning staff.
2. City utilities are not available. County water and septic tank approval will be required.
3. Detailed calculations on impervious surfaces will need to be shown and cannot exceed 70% coverage.
4. NCDOT driveway permit will be required.
5. Erosion control permits will be required by Lincoln County Natural Resources.
6. Building plans will need to be reviewed and approved by Lincoln County Inspections.
7. Requirements of Appendix D of the Fire code will need to be met and approved by the City Fire Inspector.
8. Development on the site is to be consistent with the above site plan and architectural renderings.
9. Building exterior is to include cedar columns and stone as generally depicted on the above rendering.
10. Screening treatment in the rear will include a privacy fence.
11. No outdoor storage of heavy equipment or tractor trailer type trucks.

PLANNING BOARD AND STAFF RECOMMENDATION

The proposed rezoning request is not consistent with the Land Use Plan. However, the area requested for rezoning is relatively large and there is GB zoning approximately 300 feet to the west along Maiden Highway. Due to the relatively large size of the site, its proximity to GB zoning and its location on a thoroughfare, Planning Board and Staff view the request as appropriate for approval and recommend the following actions:

- approval of the request for rezoning from R-25 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,

- the rezoning being effective upon receipt by the Zoning Administrator of written agreement from the applicant and property owner with the conditions of approval, and
- amendment of the Land Use Plan to show the property in the General Business Planning Area.

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

Case No. CZ-8-2021

Applicant: True Craft Properties, LLC

Parcel ID#: 16976 (11 acres +/-)

Location: Bethel Church Road

Request: Rezone from R-25 to GB (CD) for the use of the property for an office for a construction company.

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Residential Suburban Planning Area. The proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan. However, due to the relatively large size of the site, its proximity to GB zoning and its location on a thoroughfare, **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-8-2021

Applicant: True Craft Properties, LLC

Parcel ID#: 16976 (11 acres +/-)

Location: Bethel Church Road

Request: Rezone from R-25 to GB (CD) for the use of the property for an office for a construction company.

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Residential Suburban Planning Area. The proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan 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 #

4

INCENTIVE GRANT
PUBLIC HEARINGS

ITEM #

4a

TIG-1-2021

TIP Requirements	City Cellar
Applicant is building owner	X
Weatherization statement	X
Investment amount	X
Two Full Time Employees	X
Full Kitchen	X
Full Menu	X
Open 40 hours/week	X
Written Summary of improvements	X
Proposed Floor Plan	X
Photographs	X
Certificate of Liability	X

MEMO TO: Mayor and City Council Members

FROM: City of Lincolnton Planning Department

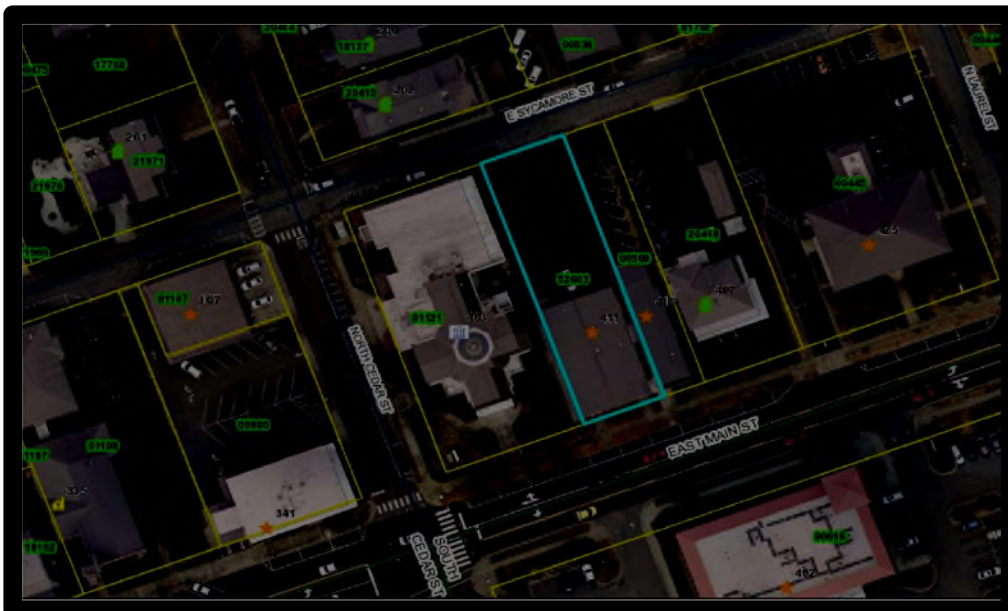
DATE: September 2, 2021

RE: Targeted Incentive Grant (TIG-1-2021)

Application for a Targeted Incentive Grant for building renovations for a new restaurant space and wine bar at 409/411 E. Main Street

Project Information

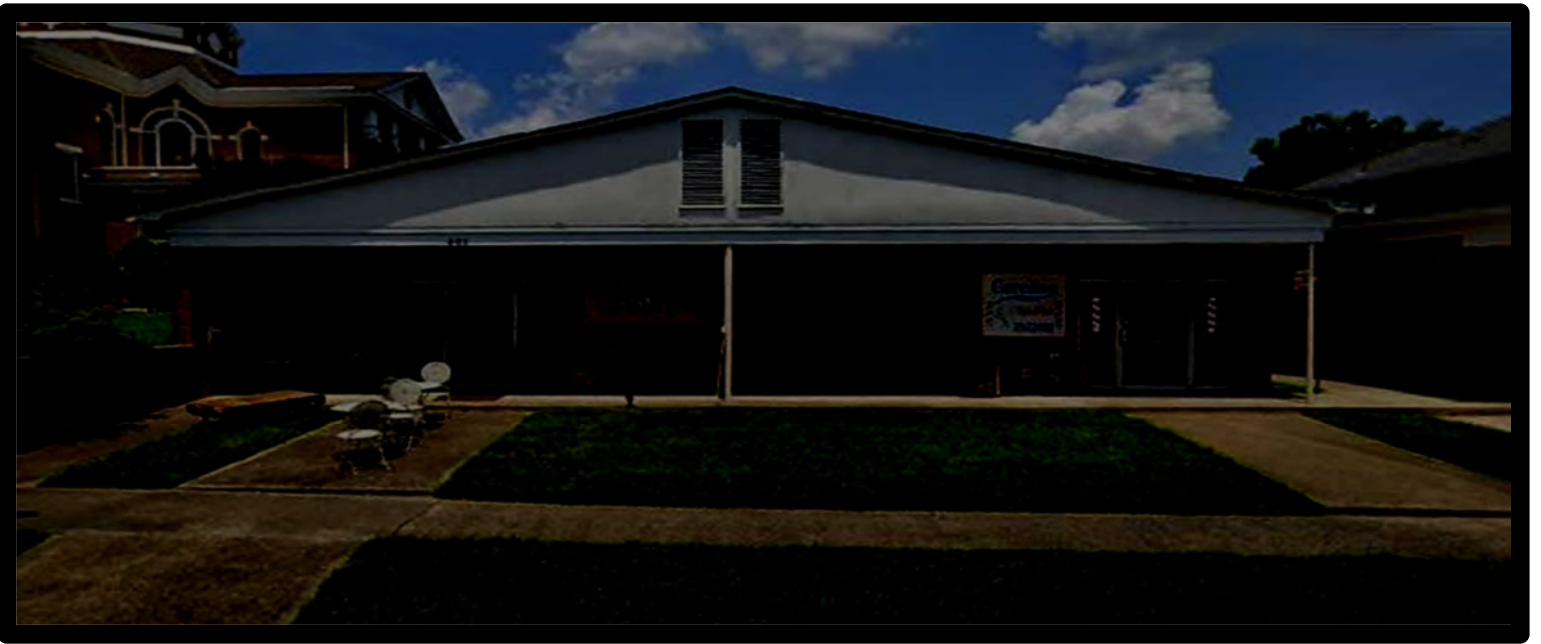
- Location: 409/411 E. Main Street
- Use: Building renovations for a restaurant space and wine bar to include the following:
 - Installation of full kitchen to include walk-in cooler, freezer, commercial range/oven, hood system and grease trap
 - Removal of existing walls for more open restaurant layout
 - New plumbing to accommodate commercial kitchen, ADA compliant bathrooms and bar area
 - Installation of two new ADA compliant bathrooms
 - Installation of new energy efficient HVAC
 - Installation of 47' x 15' patio
 - Installation of 5 new energy efficient windows
 - Installation of 4 new doors
 - Upgrade electrical to accommodate commercial kitchen and new HVAC
 - Install energy efficient lighting
 - New energy efficient water heater and appliances
- Total project cost estimate: Approximately \$156,566



- Anticipated completion: Late September 2021

Request

\$ 50,000.00 for building renovations



City of Lincoln Targeted Incentive Grant for
Full Service / Full Menu Restaurants Application

Name of Applicant(s): City Cellar / Kerri Sigmon

Restaurant Address: 409 E. Main Street, Lincoln

Telephone: 704-589-4930

E-mail Address: Kerri@citycellarlincoln.com

Estimated Total Costs of Improvements: See attached estimates

Amount of Funds Requested (Maximum \$50,000): \$50,000

Attachments Required (incomplete applications will be returned to applicant)

- ✓ 1. A written summary of the proposed improvements to the building and proposed time frame for such work.
- ✓ 2. Proposed floor plan drawn to scale sufficient to accurately describe the proposed work.
- ✓ 3. A written summary of the proposed restaurant or proposed expansion, general description of menu, hours of operation, number of seats, etc.
4. Current photograph(s) of the interior of the building where the restaurant will be located clearly showing the existing conditions of the proposed area of improvement.
5. Two itemized cost estimates of all materials, supplies and labor costs of the project.
6. A letter outlining how the proposed renovations will increase the building's energy efficiency and/or weatherization.
7. Certificate of liability insurance.

APPLICANT CERTIFICATION*

The undersigned hereby certifies that the information contained in this application is true and correct to the best of his/her knowledge and belief. I have read and fully understand the requirements of the City of Lincoln Targeted Incentive Grant and agree to comply with all its requirements in full.

Kerri Sigmon

Signature

7/30/2021

Date

Signature

Date

*Application must be signed by all property owners.

Flatbreads

CARIBBEAN BLT-crumpled crispy bacon, cherry tomatoes, fresh arugula, sprinkled w/ mozzarella cheese then drizzled w/ cilantro avocado lime sauce

BLACKENED CHICKEN CAESAR-blackened chicken over top a spread of caesar dressing, topped w/ crispy crumpled bacon & a mixture of mozzarella & parmesan cheese

THE CAPRISE-fresh basil, cherry tomatoes and melted mozzarella cheese drizzled w/ our house balsamic glaze **THE AMERICAN**-marinated chicken drizzled w/ ranch dressing, topped w/ cherry tomatoes, crispy crumpled bacon and melted mozzarella cheese

SPICED HONEY PROSCIUTTO-caramelized onions & melted mozzarella over top garlic & olive oil topped w/ crispy pan-fried prosciutto, spiced honey & fresh arugula

Salads

MOZZARELLA & ORANGE SALAD-fresh arugula and mint leaves tossed in house made coriander vinaigrette dressing, topped with mozzarella and mandarin oranges GF/Keto

CHEF SALAD-fresh arugula, topped w/ ham, turkey, crispy bacon, mozzarella, tomatoes, egg and croutons

WARM BISTRO SALAD-fresh arugula, topped w/ sauteed mushrooms and onions, warm baby yellow potatoes, and drizzled w/ our house made Dijon vinaigrette GF/Keto

Brunch

Muffin Board-assortment of chef's pick

Quiche of the Day

Marie's Parmesan Grits & Eggs-hot parmesan grits topped w/ two scrambled eggs and crispy bacon

Bagels & Fruit Board- an assortment of bagels served w/ seasonal fruit, cream cheese and preserves

Breakfast Panini- Scrambled eggs, Bacon and Mozzarella Cheese pressed inside your choice of bread

THE BRUNCH BOARD -an assortment of fresh seasonal fruit, scrambled eggs, crispy bacon and silver dollar pancakes w/ your choice of toppings (2)

Sides

Fresh Fruit

Parmesan Grits

Side Salad

Gourmet Chips

Small Plates

MARINATED OLIVES-pimento-stuffed, kalamata & medium ripe olives soaked in olive oil, lemon, garlic & mediterranean spices GF/Keto

PROSCIUTTO ARUGULA SALAD ROLLS-fresh arugula, drizzled w/ olive oil, sprinkled w/ crumpled blue cheese then wrapped in prosciutto GF/Keto

FRENCH ONION MEATBALLS-seasoned ground pork mixed w/ crumpled pork rinds, sauteed in caramelized onions and topped w/ mozzarella cheese GF/Keto

ANTIPASTO TACOS-salami/provolone/ham shell filled w/ arugula, cherry tomatoes and pepperoncinis splashed w/ our spiced olive oil GF/Keto

CHARCUTERIE-chef selection of 3 meats and 3 cheeses along w/ assorted crackers, nuts & fruit and accompanied w/ preserves, honey and spiced mustard

Flatbreads

CARIBBEAN BLT-crumpled crispy bacon, cherry tomatoes, fresh arugula, sprinkled w/ mozzarella cheese then drizzled w/ cilantro avocado lime sauce

BLACKENED CHICKEN CAESAR-blackened chicken over top a spread of caesar dressing, topped w/ crispy crumpled bacon & a mixture of mozzarella & parmesan cheese

THE CAPRISE-fresh basil, cherry tomatoes and melted mozzarella cheese drizzled w/ our house balsamic glaze

THE AMERICAN-marinated chicken drizzled w/ ranch dressing, topped w/ cherry tomatoes, crispy crumpled bacon and melted mozzarella cheese

SPICED HONEY PROSCIUTTO-caramelized onions & melted mozzarella over top garlic & olive oil topped w/ crispy pan fried prosciutto, spiced honey & fresh arugula

IMPROVEMENTS

- We are constructing a brand-new kitchen that will house a fire suppression hood system, commercial dishwasher, commercial refrigeration and commercial cooking equipment.
- We have uplifted the outside of 411 completely and constructed a patio on Main Street that will be used for outdoor dining.
- We are installing two new ADA bathrooms.
- We have installed a total of 5 new windows allowing the space to open up.
- We have constructed a one-of-a-kind Cork Art Bar.
- We will bring all electrical up to code.
- We have installed a brand-new HVAC system.
- We will install a walk-in cooler.
- We will build a state-of-the-art wine cellar in our tasting room.
- We have installed two brand new door systems for the front of the building with tinted glass that meet code requirements.
- We will be installing two brand new doors in the alley way, one with a panic bar to meet code requirements.
- We have uplifted the inside of the building to its entire and removed existing walls to open the space up.
- We have upgraded lighting fixtures using LED bulbs.
- We have added a garage door window to allow for open air dining.

Many of the items on this list has been completed. Our projected time frame to finish remaining items is mid-September.



CITY CELLAR

Idea

-Relaxing atmosphere offering a full-service menu along with a wide variance of wines. Beer will also be available for those who choose. Outside dining will allow the essence of people watching and cruising that downtown Lincolnton was once known for. We will offer wine tastings, wine classes, live music and crafting nights to our guests. The theme will be rustic but also industrial with a hint of bohemian flare. The feeling I vision for my guests is relaxation, empowerment, and motivation. We would like to remain small and quaint to resemble the downtown Lincolnton district.

Hours of Operation

Monday – 3-9

Tuesday - Closed

Wednesday - 3-9

Thursday – 3-10

Friday – 3-10

Saturday – 11-10

Sunday – 10-7

*Private events will be available at the facility during normal business hours along with availability to the days we are closed.

*We plan to implement lunch hours once we have mastered our current operation

Seating

-Our proposed indoor seating will be 48

-Our proposed outdoor seating will be 20

*Outdoor heaters will be implemented for guests to enjoy outdoor season year-round.

Free Spirit Designs LLC

5708 Harwell Rd
Catawba, NC 28609

Phone: 704-589-4930

QUOTE

Quote #011

Date: August 25, 2021

To:

For:

City Cellar

Uplift and Restaurant Design, construction and set up

409 E. Main Street

Page 1 of 4

Lincolnton, NC 28092

DESCRIPTION	HOURS	RATE	AMOUNT
Removal of Walls in the proposed kitchen			\$500
Removal of walls in proposed dining room			\$700
Dumpster for demo	2	500.00	\$1000
Re-routing of existing flooring in proposed dining room after demo			\$700
New Plumbing Installation for proposed ADA bathrooms			
New Plumbing for proposed Kitchen area			
New Plumbing for proposed bar area			
Installation of 3 bay sink			
Installation of Ice Maker			
Installation of commercial dishwasher			\$19,950
Installation of 2 hand sinks			
Installation of mop sink			
Installation of Prep Sink			
Installation of Warewasher			
Installation of floor drains for proposed bathrooms & kitchen (Zack Stroupe Plumbing)			
ADA compliant toilets	2	998.00	\$1996
Custom vanities w/ vessel bowls	2	1200.00	\$2400
ADA compliant faucets wall mounted	2	300.00	\$600
Solid Wooden doors for proposed ADA bathrooms stained in ebony	2	350.00	\$700
Ceramic Floor tiles and Installation for proposed ADA bathrooms			\$1000
Drop Ceiling for proposed ADA bathrooms and Installation			\$1500
Frame work and sheet rock for proposed ADA bathrooms			\$1000
New HVAC system and installation (Sigmon's Heating & Air)			\$11,500
47x15 concrete patio (Clemmons Landscaping)			\$6000
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month			
TOTAL			

FREE SPIRIT DESIGNS LLC

5708 Harwell Rd
Catawba, NC 28609

Phone: 704-589-4930

QUOTE

Quote# 011

Date: August 25, 2021

To:

For:

City Cellar

Uplift and Restaurant Design, construction and set up

409 E. Main Street

Page 2 of 4

Lincolnton, NC 28092

DESCRIPTION	HOURS	RATE	AMOUNT
3 New standard windows and Installation 2 new custom windows and installation New front entry door to code and installation 2 new doors to code in alley way (Lincolnton Paint & Glass)			
Walk in Cooler and Installation (Kitchen Wrench) 10 ft commercial hood system with fire suppression Installation of commercial hood system with fire suppression Construction of bar Bar top pour w/ epoxy Sheet rock, walls, shelving and storage for bar 3 door reach in bar back cooler and installation Ice Maker Warewasher Glass Racks and Installation Garage Door Window and installation (Nalley Doors) Eco-Grip rubber slip resistant floors for proposed kitchen (Eco-Grip)			
Emergency exits	4		
Low profile LED light panels	6		
Light fixtures for proposed dining room			
TOTAL			

Make all checks payable to: FREE SPIRIT DESIGNS LLC

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

FREE SPIRIT DESIGNS LLC

5708 Harwell Rd
Catawba, NC 28609

Phone: 704-589-4930

QUOTE

Quote# 011

Date: August 25, 2021

To:

City Cellar
409 E. Main Street
Lincolnton, NC 28092

For:

Uplift and Restaurant Design, construction and set up
Page 3 of 4

DESCRIPTION	HOURS	RATE	AMOUNT
Reach in Freezer and Installation (Kitchen Wrench)			\$2500
Reach in Refrigerator (Kitchen Wrench)			\$3500
Heavy Duty Aluminum shelves for walk-in cooler	4	500.00	\$2000
Commercial Double Pizza Oven and Installation			\$850
Commercial Sandwich Press and installation	2	300.00	\$600
Wall mount shelf for kitchen and installation			\$500
Sandwich prep cooler			\$3000
Prep Tables	3	142.00	\$426
4 bay sink			\$700
Prep Sink			\$500
Range/Oven and Installation			\$3500
Misc. Shelving in proposed kitchen			\$1000
Floor mounted mop sink with wall mount faucet			\$250
Wine Cooler and Installation			\$2500
Fly Fan and installation			\$750
Insect lights	2	172.00	\$344
TOTAL			

Make all checks payable to: FREE SPIRIT DESIGNS LLC

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

FREE SPIRIT DESIGNS LLC

5708 Harwell Rd
Catawba, NC 28609

Phone: 704-589-4930

QUOTE

Quote #011

Date: August 25, 2021

To:

City Cellar
409 E. Main Street
Lincolnton, NC 28092

For:

Uplift and Restaurant Design, construction and set up
Page 4 of 4

DESCRIPTION	HOURS	RATE	AMOUNT
Bathroom Light Fixtures			\$600
LED Lighting for outdoor dining and installation			\$1000
Tankless Hot water heater and Installation (Zack Stroupe Plumbing)			\$1500
Mildew Resistant easy clean wall panels for proposed kitchen			\$1500
Railing system for outdoor dining area required by ABC			\$2000
Drop ceiling tiles and installation for proposed kitchen			\$1500
Engineer Services (PlannerX)			\$6100
Electrical Services			
• bring existing wiring to code			
• Wire new lighting			\$8000
Misc materials (OBX Electrical)			
TOTAL			\$156,566

Make all checks payable to: FREE SPIRIT DESIGNS LLC

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

ITEM #

4b

Industrial Development
Incentive Grant

**RESOLUTION TO ADOPT ECONOMIC INCENTIVE
GRANT AGREEMENT WITH SPANTEK**

WHEREAS, the Lincolnton City Council verily believes that it is in the best interests of the citizens of the City of Lincolnton to encourage and support economic development within the City of Lincolnton through the recruitment of new industries to the City and the expansion of existing industries in the City; and

WHEREAS, Spantek, have developed plans for expansion of the manufacturing facility in the City of Lincolnton; and

WHEREAS, the City Council wishes to encourage such development by means of offering incentives to aid in such efforts;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Lincolnton City Council hereby approves the City of Lincolnton Incentive Grant Agreement (attached hereto as Exhibit A and incorporated herein by reference) among City of Lincolnton and Spantek.

2. The Mayor of the City of Lincolnton and the Clerk to the Council are hereby authorized to sign all necessary documents on behalf of the City of Lincolnton in order to effectuate this transaction.

3. This resolution shall become effective upon adoption.

This ____ day of _____, 20__.

Ed Hatley
Mayor

ATTEST:

Daphne Ingram
City Clerk

CITY OF LINCOLNTON INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 2nd day of September 2021, by and between THE CITY OF LINCOLNTON , a body corporate and politic (hereinafter referred to as “the CITY”), and SPANTEK, a Minnesota corporation (hereinafter referred to as “SPANTEK”).

WITNESSETH:

WHEREAS, SPANTEK has developed plans for the installation of new manufacturing machinery and equipment in the City of Lincolnton, North Carolina; and

WHEREAS, the City of Lincolnton verily believes that the location of new industries and the expansion of existing industries is vital to the economic health of The City of Lincolnton and to the welfare of its citizens; and

WHEREAS, the City Council wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding the City of Lincolnton’s tax base and providing additional jobs for City of Lincolnton’s citizens that pay wages higher than the current prevailing average hourly wage in the particular industry; and

WHEREAS, the City Council has determined that it is appropriate and in the best interests of The City of Lincolnton and its citizens to offer incentives in the form of both cash grants and assistance with making public services available; and

WHEREAS, the City Council believes that it is appropriate and reasonable to expect SPANTEK to bind itself to the City to produce certain results in conjunction with the project described herein as conditions of the incentives being offered by the City;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties hereby agree as follows:

1. On or before September 2, 2021 (actual effective date will be the start of the project) SPANTEK shall begin installation of equipment and machinery in the City of Lincolnton, North Carolina.
2. Within two years of the effective date of this agreement (said effective date being referred in item 1.), SPANTEK shall make an investment upon such site in (building/land and/or machinery and equipment of \$1,850,000, (the expected capital investment) of which \$1,370,000 will qualify for incentives under the City of Lincolnton Industrial Incentive Grant Policy.
3. Within two years of the effective date of this agreement, SPANTEK shall provide at such site at least 4 new jobs paying average wages of \$18.00 per hour.

4. In consideration of the performance of the aforesaid obligations by SPANTEK, the City will provide cash grants to SPANTEK of \$5,754 per year for a five-year period. The City of Lincolnton will pay such grants beginning in the tax year after the project's completion. Grants will be paid to SPANTEK within 30 days after SPANTEK has made its tax payment for the then-current year and has notified Lincoln Economic Development Association of the payment. This amount represents a Level 2 grant under the City of Lincolnton Industrial Development Incentive Grant Policy for New and Existing Industries.

5. SPANTEK shall on a no less than annual basis provide evidence satisfactory to the City of Lincolnton how many jobs (as provided in Paragraph 3 herein) it has maintained.

6. a. In the event that the value of the investment actually made by SPANTEK pursuant to this agreement is greater or less than the Expected Capital Investment then the grant will be equitably adjusted upward or downward on a pro-rata basis.

b. In the event that the number of people in qualifying jobs actually employed by SPANTEK pursuant to this Agreement in any year during the term of the Agreement is fewer than the Expected Number of Jobs, then the City may, in its discretion, reduce the amount of the Grant to be paid for the year (or seek reimbursement for the Grant already paid for said year) in the amount of \$1,000.00 per job shortfall.

7. SPANTEK specifically agrees that in the event that all or any portion of this agreement or any incentive grant or payment to be made hereunder is declared to be unconstitutional, illegal, or otherwise enjoined by a court of competent jurisdiction, SPANTEK shall indemnify and hold harmless the City of Lincolnton and the members of the City Council, individually and collectively, from any loss or liability and shall reimburse the City of Lincolnton by the amount of any such grant or payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

COMPANY

By: _____
President

CITY OF LINCOLNTON

By: _____
Ed Hatley, Mayor
City of Lincolnton

ATTEST:

Daphne Ingram
Clerk to the City Council

STATE

COUNTY

This the ____ day of _____, 20____, _____ personally came before me _____ and acknowledged that he/she is _____ of _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this ____ day of _____, 201__.

My Commission Expires:_____

Notary Public

NORTH CAROLINA

LINCOLN COUNTY

This the ____ day of _____, 20____, personally came before me Daphne Ingram, Clerk to the City Council of the City of Lincolnton, North Carolina, who being by me duly sworn says that she knows the common seal of the City of Lincolnton, North Carolina and is acquainted with Ed Hatley, who is the Mayor of the City of Lincolnton, North Carolina, and that she, the said Daphne Ingram, is Clerk to the City Council of the City of Lincolnton, North Carolina, and saw the Mayor of the City of Lincolnton, North Carolina, sign the foregoing instrument and affix said seal to said instrument and that she, the said Daphne Ingram, signed her name in attestation of said instrument in the presence of said Mayor of the City of Lincolnton, North Carolina.

My Commission Expires:_____

Notary Public

ITEM #

5

REGULAR AGENDA

ITEM #

5a

BUDGET AMENDMENT

BA-05-21

	TOTAL AMENDMENT					\$	147,526
	Adopted this 2nd day of September, 2021						
	Attest:						
	Daphne Ingram				Edward L Hatley		
	City Clerk				Mayor		

ITEM #

5b

Resolution of Support

R-15-21

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-15-21
RESOLUTION OF SUPPORT**

WHEREAS, the Lincoln County Board of Commissioners requested a proposal for technical assistance from Development Finance Initiative in July 2021 to attract a private development partner to a County-owned property, the soon-to-be vacated historic courthouse in downtown Lincolnton; and

WHEREAS, in anticipation of this project, the County has convened a working group comprised of key stakeholders to determine a vision for the project, including identification of desired uses, alignment with downtown's revitalization strategy, and a review of case studies of repurposed historic courthouses in other communities; and

WHEREAS, the Lincoln County Board of Commissioners did, at their August 16, 2021 meeting, approve the proposal for the UNC School of Government to provide full pre-development services on the courthouse reuse project for the historic building at a cost of \$79,700.00; and

WHEREAS, the building has been an important asset to downtown Lincolnton's vitality, and both the County and City would like its future use to continue this trend.

NOW, THEREFORE, BE IT RESOLVED that the Lincolnton City Council supports the action of the Lincoln County Board of Commissioners in its decision to proceed with the reuse project and agree to pay 50% of the total costs.

Adopted this the 2nd day of September, 2021

Daphne Ingram, City Clerk

Ed Hatley, Mayor

ITEM #

6

OTHER BUSINESS

ITEM #

6a

Vaccination Incentives
for Employees

City of Lincolnton
114 West Sycamore Street
P. O. Box 617
Lincolnton, North Carolina
28093-0617



Human Resources Department
Phone (704) 736-8980
FAX (704) 736-8975
www.lincolntonnc.org

MEMORANDUM

To: Mayor and City Council

Thru: Ritchie Haynes, City Manager

From: Tanya Osborne, Human Resources Director

Re: Consideration of Implementation of Voluntary Vaccination Incentive Program

Date: August 27, 2021

As we are all aware, Covid-19 and the emergence of the new more contagious Delta variant has many employers evaluating strategies to contain the spread of the virus. All through the pandemic, the CDC, state and local public health authorities have urged employers and individuals to take steps to contain the spread of this disease. Besides encouraging the 3W's – 1. Wear a mask, 2. Wash your hands, and 3. Wait 6 feet apart, all agencies have highly recommended individuals receive the vaccinations available to combat the virus. Private and public employers alike have now implemented or are considering whether to make vaccination mandatory or offer incentives to their employees to get vaccinated.

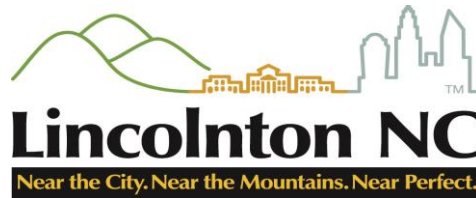
It is believed the percentage of the City's vaccinated employees is probably very close to the 40% of estimated fully vaccinated population in Lincoln County. Discussion has been held with the City Manager and department heads regarding the possible implementation of a vaccination incentive to increase the percentage. It is our understanding the cost of the program is eligible to be paid with funds received from the American Rescue Plan (ARP). Following is a draft of the Voluntary Vaccination Incentive Program for your consideration.

One of the following actions needed by Council:

1. To approve implementation of Voluntary Vaccination Incentive Program as drafted, or
2. To approve implementation of Voluntary Vaccination Incentive Program with modifications as indicated by Council, or
3. To deny or table request for Implementation of Voluntary Vaccination Incentive Program.

Attachment

City of Lincolnton
114 West Sycamore Street
P. O. Box 617
Lincolnton, North Carolina
28093-0617



Human Resources Department
Phone (704) 736-8980
FAX (704) 736-8975
www.lincolntonnc.org

Memorandum

Date: TBD
To: City of Lincolnton Employees
From: Human Resources Department
Subject: Voluntary Vaccination Incentive Program

As you may be aware, North Carolina's latest upswing in Covid-19 cases and hospitalizations is being driven by unvaccinated North Carolinians. The CDC and the NCDHHS highly recommends people continue to observe the 3 W's and get vaccinated if not already. Many businesses and governmental agencies are encouraging staff to get vaccinated by offering incentives.

It is the City's desire to provide and maintain a workplace that is free from the risk of known dangers, and employees are strongly encouraged to receive the Covid-19 vaccination(s) to minimize the risk of infectious disease in our workplace and community. To assist in achieving a higher percentage of vaccinated people, the City of Lincolnton is implementing a voluntary Covid-19 vaccination incentive program for employees.

This incentive will be a one-time payment that will be made after the employee provides proof of full vaccination, and agrees to receive any subsequent booster shots that may be required by the vaccine's manufacturer within a period of 12 months from the date of full vaccination.

Following are details of the program:

1. The vaccination incentive program will include all City of Lincolnton employees. The one-time incentive will be \$500 for full time employees and \$250 for part time employees*.
2. The program will be available through Friday, October 29, 2021. All documents required for the incentive bonus must be received in the Human Resources Department by 5:00pm on that date.
3. In order to receive the incentive bonus, employees must provide a scanned or photographed copy of their CDC vaccination card as proof of vaccination, and complete a Covid-19 Vaccination Incentive Employee Acknowledgement form. Please do not provide any additional medical information.
4. Planning your Vaccination: Please keep in mind the amount of time necessary to become fully vaccinated. According to the CDC, individuals are considered fully vaccinated 2 weeks after their second dose in a 2-dose series or 2 weeks after a single-dose vaccine.
 - a. Two Pfizer-BioNTech vaccine doses should be given 3 weeks (21 days) apart.
 - b. Two Moderna vaccine doses should be given 1 month (28 days) apart.
 - c. Johnson & Johnsons Jansen (J&J/Janssen) Covid-19 vaccine requires only one dose.

5. Employees will be allowed to participate in obtaining a vaccination during working hours not to exceed two hours for all doses required. Employees will work with their supervisor to schedule an appropriate time. Overtime will not be approved for seeking a Covid-19 vaccine.
6. Employees who have a documented medical or religious reason that prohibits vaccination will be eligible for the program, but must complete the Covid-19 Vaccination Exemption Request form. In lieu of receiving the vaccination, these exempted employees will complete a series of on-line training sessions related to safety and Covid to be eligible for the incentive.
7. Employees who choose not to be vaccinated on philosophical or other grounds will not be eligible for this voluntary incentive.
8. The vaccination incentives, which are considered to be taxable income, will be paid through the payroll system to eligible participants prior to the end of November 2021 on a date to be determined by the City Manager.

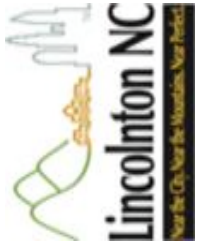
Vaccination sites are available at multiple locations within the City of Lincoln. To find a spot for your shot, call the Lincoln Health Department at 704-479-2206 or go online to [vaccines.gov](https://www.vaccines.gov).

*Part time employees who have participated in a vaccination incentive plan through their full time employer which is equal to or greater than this program are not eligible to participate.

ITEM #

6b

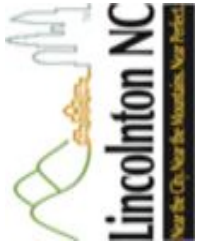
Manager's
Report/Activity Update



Executive Summary

July 2021 Year-to-Date

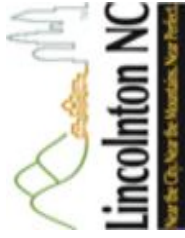
Department		2021-2022	2021-2022 YTD	Budget	Variance %	2020-2021	2020-2021 YTD	Variance
Fund: 10 - General Fund		Budget	Activity	Remaining		Budget	Activity	Favorable / (Unfavorable)
Revenue								
Total Revenue:		\$11,040,546.00	\$86,060.26	\$10,954,485.74	1%	\$12,480,504.59	(\$269,996.88)	\$356,057.14
		\$11,040,546.00	\$86,060.26	\$10,954,485.74	1%	\$12,480,504.59	(\$269,996.88)	\$356,057.14
Expense								
4110-City Manager/Clerk		\$173,960.00	\$25,281.09	\$148,678.91		\$222,207.28	\$24,644.10	(\$636.99)
4120-Human Resources		\$334,015.00	\$22,356.50	\$311,658.50		\$303,425.72	\$30,454.30	\$8,097.80
4130-Finance		\$135,270.00	\$45,706.08	\$89,563.92		\$186,313.75	\$38,328.42	(\$7,377.66)
4280-General Expense		\$1,449,895.00	\$222,323.10	\$1,227,571.90		\$1,294,947.14	\$228,895.25	\$6,572.15
4285-General Debt Service		\$293,924.00	\$1,243.66	\$292,680.34		\$289,591.78	\$2,487.32	\$1,243.66
4310-Police		\$3,350,520.00	\$294,664.23	\$3,055,855.77		\$3,307,828.95	\$336,515.10	\$41,850.87
4340-Fire		\$2,217,589.00	\$208,750.06	\$2,008,838.94		\$2,924,181.00	\$186,470.77	(\$22,279.29)
4510-Public Works Administration		\$44,580.00	\$15,292.28	\$29,287.72		\$72,943.50	\$15,312.18	\$19.90
4520-Street and Maintenance		\$778,605.00	\$78,242.45	\$700,362.55		\$728,443.01	\$79,776.86	\$1,534.41
4530-Equipment Services		\$223,290.00	\$21,167.69	\$202,122.31		\$239,935.07	\$20,604.22	(\$563.47)
4710-Solid Waste		\$522,095.00	\$46,886.48	\$475,208.52		\$641,936.97	\$47,458.36	\$571.88
4910-Planning and Zoning		\$330,440.00	\$30,147.96	\$300,292.04		\$367,207.38	\$19,584.37	(\$10,563.59)
4930-Business & Community Dev.		\$123,200.00	\$5,366.58	\$117,833.42		\$115,343.33	\$16,576.66	\$11,210.08
6100-Recreation		\$1,063,163.00	\$77,419.99	\$985,743.01		\$974,987.59	\$99,709.02	\$22,289.03
Total Expense:		\$11,040,546.00	\$1,094,848.15	\$9,945,697.85	10%	\$11,669,292.47	\$1,146,816.93	\$51,968.78
Fund 10 Surplus (Deficit):			(\$1,008,787.89)				(\$1,416,813.81)	\$408,025.92
Fund: 20 - Boger City Fire District								
Revenue								
Total Revenue:		\$985,000.00	\$0.00	\$985,000.00	0%	\$1,022,016.23	\$200,000.00	(\$200,000.00)
		\$985,000.00	\$0.00	\$985,000.00	0%	\$1,022,016.23	\$200,000.00	(\$200,000.00)
Expense								
4340-Fire		\$985,000.00	\$75,606.61	\$909,393.39		\$1,022,016.23	\$34,686.11	(\$40,920.50)
Total Expense:		\$985,000.00	\$75,606.61	\$909,393.39	8%	\$1,022,016.23	\$34,686.11	(\$40,920.50)
Fund 20 Surplus (Deficit):			(\$75,606.61)				\$165,313.89	(\$240,920.50)



Executive Summary

July 2021 Year-to-Date

	2021-2022 Budget	2021-2022 YTD Activity	Budget Remaining	Variance %	2020-2021 Budget	2020-2021 YTD Activity	Variance Favorable / (Unfavorable)
Fund: 61 - Water and Sewer Fund							
Revenue							
	\$8,475,950.00	\$633,055.94	\$7,842,894.06	7%	\$8,934,197.60	\$711,723.62	(\$78,667.68)
Total Revenue:	\$8,475,950.00	\$633,055.94	\$7,842,894.06	7%	\$8,934,197.60	\$711,723.62	(\$78,667.68)
Expense							
7100-Water Treatment	\$2,006,350.00	\$219,122.88	\$1,787,227.12		\$1,450,678.88	\$233,397.80	\$14,274.92
7110-Distribution & Collection	\$2,056,300.00	\$153,237.06	\$1,903,062.94		\$1,919,668.83	\$110,007.16	(\$43,229.90)
7120-Wastewater Treatment	\$1,931,597.00	\$96,820.14	\$1,834,776.86		\$1,579,745.99	\$96,509.49	(\$310.65)
7130-Water/Sewer Intangibles	\$2,481,703.00	\$149,336.89	\$2,332,366.11		\$3,984,103.90	\$93,927.34	(\$55,409.55)
Total Expense:	\$8,475,950.00	\$618,516.97	\$7,857,433.03	7%	\$8,934,197.60	\$533,841.79	(\$84,675.18)
Fund 61 Surplus (Deficit):		\$14,538.97				\$177,881.83	(\$163,342.86)
Fund: 63 - Electric Fund							
Revenue							
	\$7,797,350.00	\$642,286.13	\$7,155,063.87	8%	\$8,364,746.33	\$817,478.04	(\$175,191.91)
Total Revenue:	\$7,797,350.00	\$642,286.13	\$7,155,063.87	8%	\$8,364,746.33	\$817,478.04	(\$175,191.91)
Expense							
7200-Electric	\$7,797,350.00	\$165,579.17	\$7,631,770.83		\$8,364,746.33	\$741,902.31	\$576,323.14
Total Expense:	\$7,797,350.00	\$165,579.17	\$7,631,770.83	2%	\$8,364,746.33	\$741,902.31	\$576,323.14
Fund 63 Surplus (Deficit):		\$476,706.96				\$75,575.73	\$401,131.23
Total Surplus (Deficit):		(\$593,148.57)				(\$998,042.36)	\$404,893.79



Overtime Report

July 2021 compared to July 2020

Fund:	Description:	FY2122		FY2021		Variance Favorable / (Unfavorable)	
		OT Hours:	Pay Amount:	OT Hours:	Pay Amount:	OT Hours:	Pay Amount:
Fund 10 - General	4110-City Manager/Clerk	0.00	\$0.00	24.75	\$777.46	24.75	\$777.46
	4120-Human Resources	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	4130-Finance	3.00	\$86.85	0.00	\$0.00	(3.00)	(\$86.85)
	4310-Police	93.70	\$2,807.83	163.90	\$4,880.01	70.20	\$2,072.18
	4340-Fire	1,022.40	\$21,813.49	746.80	\$15,289.40	(275.60)	(\$6,524.09)
	4510-Public Works Administration	0.00	\$0.00	5.00	\$137.62	5.00	\$137.62
	4520-Street and Maintenance	34.00	\$783.16	66.00	\$1,734.80	32.00	\$951.64
	4530-Equipment Services	0.00	\$0.00	16.00	\$574.19	16.00	\$574.19
	4710-Solid Waste	47.50	\$1,199.89	57.00	\$1,431.10	9.50	\$231.21
	4910-Planning and Zoning	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	4930-Business & Community Dev.	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	6100-Recreation	64.75	\$1,894.43	2.00	\$62.99	(62.75)	(\$1,831.44)
	10 - General Fund Total:	1,265.35	\$28,585.65	1,081.45	\$24,887.57	(183.90)	(\$3,698.08)
Fund 20 - Boger City Fire District	4340-Fire	584.90	\$11,659.01	75.00	\$1,591.68	(509.90)	(\$10,067.33)
	20 - Boger City Fire District Total:	584.90	\$11,659.01	75.00	\$1,591.68	(509.90)	(\$10,067.33)
Fund 61 - Water and Sewer	7100-Water Treatment	154.00	\$3,610.49	202.00	\$5,136.70	48.00	\$1,526.21
	7110-Distribution & Collection	111.00	\$2,963.57	109.50	\$3,040.10	(1.50)	\$76.53
	7120-Wastewater Treatment	159.50	\$4,235.96	160.00	\$4,448.51	0.50	\$212.55
	61 - Water and Sewer Fund Total:	424.50	\$10,810.02	471.50	\$12,625.31	47.00	\$1,815.29
Fund 63 - Electric	7200-Electric	48.50	\$1,542.11	63.00	\$2,034.77	14.50	\$492.66
	63 - Electric Fund Total:	48.50	\$1,542.11	63.00	\$2,034.77	14.50	\$492.66
	Total Overtime:	2,323.25	52,596.79	1,690.95	41,139.33	(632.30)	(11,457.46)