A G E N D A

LINCOLNTON CITY COUNCIL

Lincolnton NC

Near the City. Near the Mountains. Near Perfect.

August 4, 2022

7:00 p.m.

Council Chambers

City hall

LINCOLNTON CITY COUNCIL
AGENDA
August 4, 2022
7:00 p.m.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a. Approval of REGULAR AGENDA

1b. Approval of CONSENT AGENDA

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

- **Approval of Minutes for the June 30, 2022 Regular Meeting**
- **R-09-22 – Resolution of Intent – Closure of Cleveland Avenue.**
  (Public Hearing to be set for the September 1st council meeting)

2. PUBLIC HEARINGS

(R-10-22)

2a. Resolution to consider the adoption of an Incentive Grant Agreement with Active Concepts, LLC, who has developed plans for the installation of new manufacturing machinery and equipment in the City of Lincolnton

John Dancoff, Lincoln Economic Development Association

(O-06-22)

2b. Consideration of an Ordinance to Annex city owned property located at 410 McAlister Road, Lincolnton.

Jean Derby, Planning Director

2c. ZMA-4-2022 – Application from DSM Construction requesting the rezoning of 0.139 acres of land from Planned Business (PB) District to Residential-8 (R-8) District. The subject property is located on the north side of East Pine Street approximately 175 feet east of the intersection of East Pine Street and Dr. Martin Luther King Jr. Drive (Parcel ID 20471)

Jean Derby, Planning Director

3. PUBLIC HEARINGS – continued

3a. CZ-8-2022 – Application from Joseph and Samantha Brown requesting the conditional zoning of .584 acres of land from General Manufacturing and Commercial Conditional Use (GMC-CU) to General Business Conditional District (GB-CD) for the purpose of using an existing building on site for a sporting goods store. The subject property is located at 607 West Highway 150 Bypass (Parcel ID 19632)

Jean Derby, Planning Director

4. REGULAR AGENDA

(R-11-22)

4a. Resolution directing the City Clerk to Investigate a petition received under G.S. 160A-58 (satellite annexation)

Jean Derby, Planning Director

(APPT-09-22)

4b. Announcement of appointment of new ETJ representative by County Commissioners to the Lincolnton Planning Board. Rebecca Shaw will fulfill the un-expired term of Steve Silva

Jean Derby, Planning Director

(C-15- 22)

4c. Consideration of Agreement with Internetwork Engineering for Infrastructure Upgrades and Cyber Security mandates by insurance

Chris Jones, IT Director

5. REGULAR AGENDA - continued

(BA-06-22)

5a – Request to amend the General Fund, Water & Sewer fund Special Revenue Fund (expenditures and revenues)

Pamela McBryde, Finance Director

(O-07-22) & (O-08-22)

5b – Request from Traffic Safety Committee to consider Ordinance change - Addition of stop/yield sign on Barkley Avenue / change at the intersection of W. Sycamore St. and N. Government St.

Rodney Jordan, Chief of Police

5c – Discussion of the acceptance of a land donation by a property owner and the disposal of city owned surplus property

Ritchie Haynes, City Manager

6. OTHER BUSINESS

6a – Manager's Report / 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

CLOSED SESSION

To discuss Property Acquisition in accordance with
NCGS 143-318.11(a)(5)

NEWS MEDIA

ADJOURNMENT

ITEM

1

AGENDA APPROVALS

ITEM

1a

APPROVAL

OF

REGULAR AGENDA

ITEM

1b

APPROVAL

OF

CONSENT AGENDA

Approval of Minutes from Previous Meeting

The Mayor and City Council met in regular session on Thursday, June 30, 2022 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 and led the Pledge of Allegiance. The following members were in attendance:

WHITE POINSETTE EADDY JETTON

Councilmember Poinsette made a motion to approve the Regular Agenda as presented. Members voted 4-0 in favor of the motion.

Councilmember White made a motion to approve the *CONSENT AGENDA* items as follows:

- **Approval of Minutes from June 2, 2022 - Regular Meeting**
- **C-14-22 – Contract for Cruisin for A Cause Inc.**
- **R-08-22 – Resolution Ratifying Updated Charter of Centralina**

Members voted 4-0 in favor of the motion

RECOGNITION

Prior to opening the first public hearing, Mayor Hatley, on behalf of the city council members, recognized and congratulated City Clerk Daphne Ingram for obtaining the designation of North Carolina Certified Municipal Clerk from the North Carolina Association of Municipal Clerks and the UNC School of Government.

PUBLIC HEARING

CZ-2-2022
Application from Century Communities requesting the rezoning of approximately 96.85 acres from Residential-25 (R-25) District to Planned Residential District (PRD) for the purpose of developing a community of 209 single family detached housing units. The subject property is located on the east side of Startown Road approximately 950 feet south of the intersection of Clarks Creek Road and Startown Road (Parcel ID 16937, 21509, 21507, 21508 and 21510).

Interim Planning Director Jean Derby, upon speaking to this application for rezoning, gave some background information surrounding the request. Mrs. Derby reminded council member of the previous denial of the first attempt at rezoning this property, then noted the changes that were made, providing a chart comparing the previous site plan to the new site plan. An aerial as well as street views of the property were provided.

Mrs. Derby ended her presentation stating staff views the request as appropriate for approval subject to the Staff Review Committee comments being made conditions of approval. The Staff Review Committee had the following comments:

1. Prior to final approval, an engineered plan meeting all requirements for planned residential development, major subdivision, and all UDO requirements must be submitted to and approved by staff. Detailed phasing of when units will be constructed must be shown on the plans.
2. Sidewalks constructed to City of Lincolnton specifications must be constructed along the frontage of Startown Road.
3. Detailed water and sewer plans will need to be submitted and approved by the City prior to development.
4. The applicant will be responsible for making the utility tap.
5. City Fire Inspector will need to review and approve all plans prior to development. Hydrant locations will need to be determined, no more than 400 feet between hydrants, Appendix D of the Fire Code will need to be met. Eight inch minimum water line dedicated for fire hydrants.
6. If buildings are over 30 feet in height, internal streets must be a minimum of 26 feet in width.
7. "No Parking" signs required on internal streets.
8. Fire Marshal will require the secondary access to be provided as part of the initial phase of the development.
9. The City is currently having a hydraulics study performed to determine water capacity. Approval of the proposed development is contingent upon the City's review of the hydraulics study and subsequent determination of available capacity.
10. NCDOT driveway permit required. Turning lanes will be required.
11. Street trees are subject to NCDOT's Guidelines For Planting Within Highway Right-of-Way (should not be larger than 4 inch diameter).
12. Detailed landscaping and screening plan will need to be provided.
13. Erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development. Wetland and stream surveys will need to be conducted. If wetlands exist and will be disturbed, a 404 and 401 permit approval will need to be submitted with the original erosion control plan packet. Civil plans are subject to review and approval of Lincoln County Natural Resources.
14. No flood zone encroachments permitted. Stream buffers required.
15. The HOA is responsible for ongoing maintenance of the detention ponds and will make any necessary repairs to the ponds to ensure their continued effectiveness. Ongoing maintenance is to be in accordance with NC DEQ Stormwater Standards. These standards include but are not limited to scheduled visual structure inspections and yearly inspection report to be submitted to the City of Lincolnton for review and compliance with the standards.
16. Building plans must be submitted to and approved by Lincoln County Inspections prior to development.

17. In the event the site is annexed by the City, the City reserves the right to require the internal streets to be brought up to minimum standards prior to acceptance of the streets for maintenance. This includes but is not limited to repaving all or a portion of the street system prior to acceptance by the City.
18. Setbacks along Startown Road are to be a minimum of 50 feet from the right of way.
19. Screening that meets minimum ordinance standards is to be provided in the 50 foot setback areas along Startown Road.
20. Natural plantings that meet or exceed the screening requirements of the UDO are to be provided in the portion of the southern project edge labeled as a 30 foot buffer on the conditional zoning plan. No structures are to be placed in this 30 foot buffer area.
    This 30 foot buffer area is to be part of the common open space maintained by the HOA.
21. The HOA is responsible for ongoing maintenance of screening and buffer areas. Ongoing maintenance is to include replacement of any required vegetation that dies or is removed.
22. All sides of the buildings are to include materials and design characteristics consistent with those on the front. Large expanses of blank walls will not be permitted.
23. Building design is to be generally consistent with the quality, character and fenestration portrayed in the renderings. Minor variations from the renderings that do not detract from the quality, character and fenestration may be permitted.

Mr. Rob Brown with the Jonas Law Firm spoke on behalf of the Carpenter family regarding the request. Mr. Brown presented a slide show providing background information on the Carpenter family, the history of their property and the solid attempt by the Lincoln Economic Development Association and the Carpenter family to recruit an industry to the site. He spoke to the opposition from neighboring property owners and the changes made being a direct result of communication received from staff, board members, the community members and home owners. Mr. Brown reviewed the revised site plan and provided even more detail regarding the changes made, prices and phasing of the project. He also pointed out options for the property without the rezoning.

In addition to Mr. Brown and the applicant, Freddie Carpenter and Susan Carpenter-Smith addressed council members asking that they approve the request. Kay Fisher, the listing agent for the property, was also present and addressed councilmember regarding this request, providing information about the current housing market in Lincolnton.

Those in attendance that spoke against the request were as follows:

Diane Nale
Ann Edwards

Jerry Uhryk
Michael Isaacs
Jacqueline Williams
Leah Gibbons
Nathan Allen
Ken Tucker
Kari Heavner
Carolyn Hames
Cynthia Payne
Linda Richards
Erica Wheeler

Opposition mainly centered around increased traffic, density and the desire to preserve nature and current rural environment.

Discussion was generated among members with Council member Eaddy asking the City Manager to address the financial impact this will have on the City if this development is constructed.

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

Prior to the vote, Councilmember Jetton requested that a roll call vote be taken.

Councilmember Poinsette made a motion to approve the request as presented.

Councilmember Poinsette and Councilmember Eaddy voted in favor of the motion. Councilmember Jetton and Councilmember White voted against the motion. Mayor Ed Hatley broke the tie voting in favor or the motion and to approve the request.

Mayor Ed Hatley announced a 10 minute recess before continuing to the next public hearing.

CZ-5-2022
Application from Edgewater Ventures requesting the conditional zoning of 30.33 acres from Planned Business-Special Highway Overlay (PB SHO) District to the General Manufacturing and Commercial (GMC-CD) District for the purpose of construction a 352,500 square foot industrial building. The subject property is located on the west side of Car Farm Road approximately 600 feet south of the intersection of Car Farm Road and Maiden Highway (Parcel ID 00822)

Mayor Ed Hatley opened the public hearing with Interim Planning Director Jean Derby presenting the request. Mrs. Derby briefly explained the request and the reason for the request. She gave the location of the site, provided an aerial and street views of the site, and presented the proposed site plan. Mrs. Derby explained that the site was

annexed into the city, at the owners request, and is currently zoned Planned Business. She communicated the applicants plan to design the building to be flexible as possible, ranging from distribution to light manufacturing. She also informed that NCDOT will required a traffic light be installed at the intersection as part of the driveway permitting process. Mrs. Derby concluded by quickly reading over the staff Review Committee comments and recommended that if approved, comments be made a condition of approval.

Mr. Mike Desorto and Mr. Brian Liption, representing Edgewater Ventures, were in attendance and had a slide presentation however for the sake of time gave a brief overview of the request. He reviewed some of the specific deals of the project, explained their plans regarding securing a tenant for the building once built, and offered to answer any questions or address any concerns from council and/or neighboring property owners. There was much discussion generated between council and the applicants.

Property owners and residents that spoke in opposition of the request voiced their concern about the amount of traffic already in the area and the large trucks using Car Farm Road as a cut through. Those that requested to speak to council regarding this item were as follows:

Pattie Stoliker
Burton Leonard
Carl Martin
Jeff Ward
Brenda McConnell
Deirdre Gray

Mr. Cliff Brumfield, representing the Lincoln Economic Development Association, was also in attendance and spoke in favor of the rezoning request.

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

Councilmember Jetton made a motion to deny the request. Members voted 3-1 in favor of the motion to deny the request with Councilmember White, Councilmember Poinsette and Councilmember Jetton voting in favor of the motion to deny the request. Councilmember Eaddy voted against the motion to deny the request.

Councilmember Eaddy made a motion to approve the statement of Consistency and Reasonableness for denial of the request. Members voted 4-0 in favor of the motion

CZ-6-2022
Application from Bobby and Kawna Colvard requesting the conditional zoning of 1.766 acres from Neighborhood Business (NB) District to General Business (GB-CD) for the purpose of constructing a mini storage facility. The subject property is located at the southwest corner of North Aspen Street and Industrial Park Road (Parcel ID 16111)

Interim Planning Director Jean Derby reviewed the request before councilmembers. Mrs. Derby gave a brief overview of the project expounding on details regarding the current zoning surrounding the property. She referenced the proposed site plan showing an aerial and several street views of the property. She also read over the Staff Review Committee comments noting all of the requirements that would need to be met. Mrs. Derby reported that both staff and planning board recommended approval of rezoning subject to 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 a written agreement from the applicant and property owner with the conditions of approval.

The applicant was in attendance but did not wish to speak.

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

Councilmember Eaddy made a motion to approve as recommended by the Planning Board. Members voted 4-0 in favor of the motion.

ZMA-3-2022
Application from Carolina Elite Builders requesting the rezoning of 0.136 acres of land from Planned Business (PB) District to Residential-8 (R-8) District. The subject property is located on the north side of East Pine Street approximately 100 feet east of the intersection of East Pine Street and Dr. Martin Luther King Jr. Drive (Parcel ID 51771)

Interim Planning Director Jean Derby review the request for rezoning. She explained that the rezoning would be more in harmony with the surrounding uses in the area and is consistent with the land use plan. Mrs. Derby reported that staff and planning board recommended approval of the rezoning from Planned Business (PB) to Residential-8 (R-8).

Some discussion was generated regarding the property in question. The applicant was in attendance but did not wish to speak. With no others wishing to speak for or against the request, Mayor Ed Hatley asked for a motion to close the public hearing.

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

Councilmember Eaddy made a motion to approve to request as presented. Motion passed 3 to 2. Councilmember White and Councilmember Jetton voting against and Councilmember Poinsette and Councilmember Eaddy voting in favor of the motion. Mayor Hatley broke the tie by voting in favor of the motion to approve the request.

ZTA-1-2022
Application from the City of Lincolnton requesting an amendment to section 153.126 Transitional Infill Development (TID) to eliminate the current requirement for minimum lot size

Mayor Ed Hatley opened the public hearing, allowing Interim Planning Director Jean Derby to review the request. Mrs. Derby briefly explained the request as an amendment for the Transitional Development portion of the UDO. She listed the following reasons that this change will be beneficial to both the property owners and the city.

- successful infill development improves neighborhoods, creating more efficient mixes of housing, reducing blight, and reinvesting in the community
- by reducing sprawl, infill development also conserves natural resources, protects biodiversity, and promotes watershed protection
- vacant and underdeveloped lots are readily able to be integrated, into existing infrastructure, including sewers and roads
- businesses and the municipality are able to economically benefit from the increased spending within city limits.
- vacant and abandoned lots cost a municipality money and pose numerous safety hazards, such as increased risk of fires and crime

Mrs. Derby concluded stated that approval of the request will allow staff to amend the Ordinance so that the words “up to” is added and the words “between one half to” is removed.

Mr. Cliff Brumfield with the Lincoln Economic Development Association requested to address council and spoke in favor of the request.

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

Councilmember Poinsette made a motion to approve. Members voted 4-0 in favor of the motion.

REGULAR AGENDA

P-11-22
Consideration/Approval of Policy (Electric Fund Transfer to the General Fund Policy) to document procedures regarding the transferring of funds from the Electric Fund into the General Fund and the Statutory basis for the transfer(s)

Pamela McBryde, Finance Director, presented the following policy to council. Mrs. McBryde explained that a copy of this policy is being requested by the Department of State Treasury. Policy reads as follows:

Electric Fund Transfer Out to the General Fund Policy

Purpose
The intent of this policy is to document the City of Lincolnton's procedures regarding the transferring of funds from the electric fund into the general fund and the statutory basis for the transfer(s).

Definitions
Transfer: the moving of money from one fund to another and can take the form of an appropriation or as a loan.

Indirect Costs: (Enterprise Administration Costs) costs that benefit more than one cost objective and are reasonably allocable to the electric system. These costs are generally administrative and support costs paid within the General Fund.

Transfer Authority: only the governing board have the authority to transfer funds between the Enterprise Fund (Electric) and the General Fund.

Policy
1. The City of Lincolnton established this policy and shall follow **G.S. 159B-39 – Permitted uses of revenue from electric power rates**
    a. Use revenues from the electric service to (i) pay the direct and indirect costs of operating the electric system (ii) transfer to other funds of the municipality a sum that reflects a rate of return on the investment in the electric system to the extent allowed. Any remaining revenue shall be used to produce lower rates on electric service and to make additional debt service

payments related to the electric system. No transfer of revenue shall be made if not explicitly authorized by law.

b. The direct and indirect costs of operating the electric system include all of the following:
   i. Debt service payments on indebtedness incurred for the electric system.
   ii. Capital improvements or equipment for the electric system.
   iii. Payments for the cost of power purchased under contractual arrangements.
   iv. Debt service, maintenance, renewal, and replacement or other reserves required by legal documents entered into by the municipality in connection with the issuance of bonds or other indebtedness for the electric system.
   v. Reserves deemed necessary by the governing body of the municipality to assure that funds are available to maintain the financial and operational integrity of the electric system.
   vi. Maintaining a rate stabilization fund to minimize the impact of periodic rate changes that would otherwise be required to reflect changes in costs of operations and demand for electric service.
   vii. Making payments in lieu of taxes to other governmental units to reflect property taxes that would have been collected by the other governmental unit if the municipality were not the owner of the electric system.
   viii. Making transfers to the general fund or other funds of the municipality to reimburse the general fund or other funds for costs paid from the fund that are reasonably allocable to the electric system.

c. The total amount transferred to other funds of the municipality authorized as a rate of return on investment shall be calculated using the amounts reported in the municipality's audited financial statements for the preceding fiscal year.

2. Full disclosure, by notice in writing, shall be made in the form of a budget amendment to the Lincolnton City Council when the need to transfer funds from the Electric Fund to the General Fund are required. The Lincolnton City Council is the only authority to delegate the transfer of moneys among different funds. No action will be taken until the Lincolnton City Council has approved the budget amendment.

3. The City of Lincolnton maintains the following funds per **G.S. 159-26**:
   a. General Fund (ledger designation – 10)
   b. Electric Fund (ledger designation – 63)

4. Interfund loans have been established within the City of Lincolnton's General Fund to reimburse the Electric Fund, plus interest at a rate of 1.5%. The interfund loans are for a fifteen year period and are paid annually

Councilmember Jetton made a motion to approve the policy as presented. Members voted 4-0 in favor of the motion

(BA-05-22)
Budget Amendment made to the Annual Budget Ordinance for the fiscal year ending June 30, 2022. Request to amend General Fund, Water & Sewer Fund and Special Revenue Fund

Finance Director Pamela McBryde submitted the following budget amendment:

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	$	(432)
Police		2,250
Recreation		(95,000)
	$	(93,182)

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

Grants - Other	$	(92,750)
Insurance Settlement		3,368
Federal Equitable Deposits		(3,800)
	$	(93,182)

General Fund: (1) Record NCLM Soft Body Armor Grant received by the Police Department. (2) Reclass grant funding for the Rail Trail Plaza Project to an unearned income line for year-end. (3) Reclass Federal Equitable Revenue to an unearned income line for year-end.

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

Wastewater Treatment Plant	$	91,697
	$	91,697

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

Other Operating Revenues	$	91,697
	$	91,697

Water and Sewer Fund: Record the final payment from NCDPS for the NC Severe Storms, Flooding, Landslides, and Mudslides Grant declared on 10/29/2013.

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

SCIF Grants	$	(357,240)
	$	(357,240)

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

SCIF Grants	$	(357,240)
	$	(357,240)

Special Revenue Fund: Reclass SCIF grant funding into an unearned revenue line for year-end.

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

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

Section 18: 2021-2022 Year-end budget adjustments and authorization to make amendments that may result from adjustments made by auditors to entries, with a report being made to Council at the next scheduled meeting.

TOTAL AMENDMENT	$	(358,725)

Councilmember Poinsette made a motion to approve the budget amendment as presented. Members voted 4-0 in favor of the motion

MANAGER'S UPDATE

City Manager Ritchie Haynes reminded councilmember of the upcoming July 4th holiday and several other city happenings. He took a moment to share some positive feedback received regarding a city police officer. He also commented on the retirement of Kelly Atkins, and the great working relationship with the county during his tenure. Both Mr. Haynes and Jean Derby spoke to questions regarding code enforcement from Council

member Eaddy. Council member Eaddy also requested that a letter be sent to the Department of Transportation to request a traffic study at the intersection of Startown Road and Grove Street, as well as Grove Street and West Main Street.

PUBLIC COMMENT:

No on signed up to speak

NEWS MEDIA:

No news media present

ADJOURNMENT:

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

DAPHNE INGRAM, CMC	**ED HATLEY**
CITY CLERK	**MAYOR**

(R-09-22)
Resolution of Intent
Cleveland Ave.

THE JONAS LAW FIRM

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CHARLES A. JONAS (1876-1955)
CHARLES R. JONAS (1904-1988)
JEREMY S. WILSON (1978-2011)
HARVEY A. JONAS, JR (1919-2018)

JOHNATHAN L. RHYNE, JR.*
REBECCA J. POMEROY
ROBERT J. BROWN (Denver Office)
REBECCA J. YODER *

RICHARD E. JONAS - Of Counsel
MARTHA C. RHYNE - Of Counsel
ELLEN B. FICHTELMAN - Associate (Denver Office)

Board Certified Specialist in Family Law

RECEIVED
JUN 24 2022
CITY OF LINCOLNTON, NC

Writer:
Robert J. Brown
rbrown@jonaslaw.com

Assistant:
Crissy Anthony Gaus
cgaus@jonaslaw.com

PLEASE REPLY TO DENVER PO BOX

June 21, 2022

City of Lincolnton
Attn: Ritchie Haynes, City Manager; Ed Hatley, Mayor; and T.J. Wilson, City Attorney
PO Drawer 617
Lincolnton, NC 28093-0617

Re: Request for closure of Cleveland Avenue

Dear Gentlemen:

This letter will serve as a formal request on behalf of my client, Downtown Mini Storage, LLC (Walter Clark), to have the City close Cleveland Avenue, a 50' unopened right of way, pursuant to N.C.G.S. §160A-299.

I have enclosed a GIS map and a recent survey depicting the portion of Cleveland Avenue that my client desires to have closed. This un-opened road is located east of S Edwards St and north of E Lincoln Street.

It is our opinion that the closure of this street would not be detrimental to the public interest or the property rights of any individual, nor would any adjoining owners be deprived of reasonable means of ingress and egress to their respective parcels of real property.

Please let me know what additional information you need to begin the process and publish the notices.

Sincerely Yours,
THE JONAS LAW FIRM, PLLC

Robert J. Brown

RJB/cag
Encl:

Lincoln County, NC

Office of the Tax Administrator, GIS Mapping Division

Lincoln County and its mapping contractors assume no legal responsibility for the information contained on this map. This map is not to be used for land conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.
Date: 6/9/2022

Photo Not Available

Parcel ID	00621	**Owner**	DOWNTOWN MINI STORAGE LLC		
Map	3633	**Mailing**	C/O WALTER CLARK PO BOX 9		
Account	0251699	**Address**	LINCOLNTON, NC 28093		
Deed	2996 195	**Last Transaction Date**	01/19/2021	**Sale Price**	$30,000
Plat		**Subdivision**	LINCOLN PARK	**Lot**	1-9 13-15 PT 11 12
Land Value	$102,720	**Improvement Value**	$0	**Total Value**	$102,720
Previous Parcel					

-----All values for Tax Year 2022 -----

Description	S. EDWARDS ST.			**Deed Acres**	2.57
Address	S EDWARDS ST			**Tax Acres**	2.568
Township	LINCOLNTON			**Tax/Fire District**	LINCOLNTON
Main Improvement				**Value**	
Main Sq Feet		**Stories**		**Year Built**	

Zoning District	**Calc Acres**	**Voting Precinct**	**Calc Acres**
GMC	2.57	LS12	2.57

Watershed	**Sewer District**
2.57	2.57

Census County	**Tract**	**Block**	
109	070100	5012	2.57

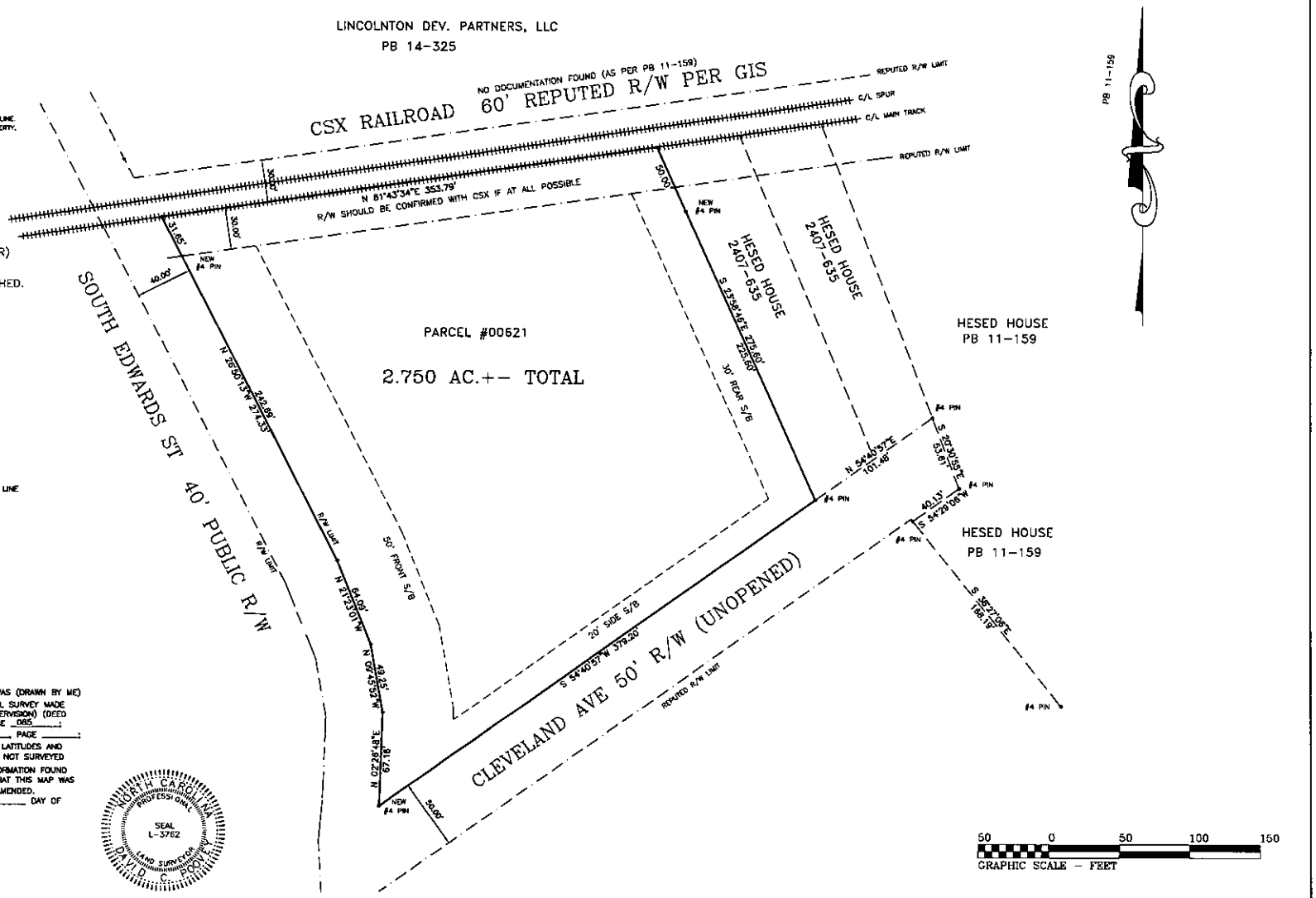
Flood	**Zone Description**	**Panel**	
X	NO FLOOD HAZARD	3710363300	2.57

NOTES:

- PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED
- OWNER TO VERIFY ALL SETBACKS AND ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.
- DIMENSIONS OF ALL IMPROVEMENTS SHOWN ON THIS PLAT SHOULD NOT BE SCALED OR RELIED UPON FOR DESIGN OR CONSTRUCTION WITHOUT A FIELD VERIFICATION OF ALL DIMENSIONS.
- DIGITAL COPIES OF THIS FILE ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR DESIGN WORK.
- 10' DRAIN. & UTILITY EASEMENT MAY EXIST ALONG EACH LOT LINE.
- NO USGS MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.
- THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN.

PROPERTY IS ZONED – GMC
SETBACKS:
FRONT 50'
REAR 30' (50' IF RESIDENTAL ADJOINER)
SIDE 10'

PROPERTY IS IN THE WS – IV WATERSHED.



LEGEND

R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
C/L	CENTERLINE
PDE	PERMANENT DRAINAGE EASEMENT
	UTILITY POLE
	LIGHT POLE
	UNDERGROUND POWER
—s—	SANITARY SEWER LINE
	OVERHEAD UTILITY LINE
	RAILROAD TRACK
—t—	UNDERGROUND TELECOMMUNICATIONS LINE
—g—	GAS LINE
—w—	WATER LINE
—f—	FIBER OPTIC CABLE LINE

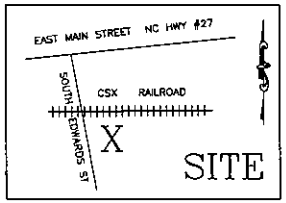
STATE OF NORTH CAROLINA
I, DAVID C. POOVEY CERTIFY THAT THIS MAP WAS (DRAWN BY ME) (DRAWN UNDER MY SUPERVISION) FROM (AN ACTUAL SURVEY MADE BY ME) (AN ACTUAL SURVEY MADE UNDER MY SUPERVISION) (DEED DESCRIPTION RECORDED IN BOOK 156, PAGE 085; BOOK ____, PAGE ____; BOOK ____, PAGE ____; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURE IS 1:10,000, (THAT THE BOUNDRIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 11, PAGE 159); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY HAND AND SEAL THIS THE 19 DAY OF DECEMBER A.D. 2020.

PROFESSIONAL LAND SURVEYOR – PLS #3762

NORTH CAROLINA PROFESSIONAL SEAL L-3762 LAND SURVEYOR DAVID C. POOVEY

GRAPHIC SCALE – FEET: 50 0 50 100 150

VICINITY MAP



DEDMON SURVEYS

DEDMON SURVEYS

CHUCK POOVEY, PLS #3762
ROBERT DEDMON, PLS #3899

3704 NC HIGHWAY #16 BUSINESS NORTH
P.O. BOX 494 – DENVER, NC 28037
PHONE: 704/483/4908
FAX: 704/483/2170

DATE 12-19-2020	DB: 156	PG: 085
SCALE: 1" = 50'	DB:	PG:
	PB: 11	PG: 159

LINCOLNTON TOWNSHIP
LINCOLN COUNTY, NC

SURV. BY: CP	DRAWN: CP	JOB# SOUTHED

PHYSICAL SURVEY
FOR

DOWNTOWN MINI STORAGE. LLC

PARCEL #00621

PIN 3633-14-8767

CITY COUNCIL

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

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

CITY MANAGER

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

Resolution of Intent

A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF LINCOLNTON TO CONSIDER A REQUEST FOR THE CLOSURE OF CLEVELAND AVENUE

WHEREAS, G.S. 160A-299 authorizes the Lincolnton City Council to close streets and public alleys; and

WHEREAS, the Lincolnton City Council has received a formal request to close Cleveland Avenue, a 50' unopened right of way, pursuant to N.C.G.S. §160A-299; and

WHEREAS, the Lincolnton City Council agrees that the closure of this street will not be detrimental to the public interest or the property rights of any individual; and

WHEREAS, the Lincolnton City Council agrees that none of the adjoining owners will be deprived of reasonable means of ingress and egress to their respective parcels of real property.

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

(1) A meeting will be held at 7:00 p.m. on the _____ day of _____, 2022 in the Council Chambers of City Hall to consider a resolution closing Cleveland Avenue, a 50' unopened right of way.

(2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Lincoln Times News, or other newspaper of general circulation in the area.

(3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299

Upon motion duly made by Councilmember _____, and unanimously approved, the above resolution was duly adopted by the Lincolnton City Council at the meeting held on the _____day of _____, 2022, in the Lincolnton City Hall

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

ITEM

2

PUBLIC HEARINGS

ITEM
2a

City of Lincolnton

AGENDA REQUEST FORM

Please Print

Name John Dancoff - Lincoln Economic Developme

Address 502 E. Main Street, Lincolnton, NC Phone 704-732-1511 ext 2

Name of Firm or Corporation (if applicable) Active Concepts

Other Persons Accompanying Speaker

Purpose of Request to Appear Requesting City of Lincolnton Industrial Incenive Grant for Active Concepts
104 Technology Drive
Lincolnton, NC

Council Meeting date you wish to appear August 4th 2022

Amount of time required for Presentation 10 minutes

Date form submitted to the City Clerk 6/13/2022

Signature of Requesting Party

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

Revised 12-18-09

CITY OF LINCOLNTON INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

LINCOLN COUNTY

THIS AGREEMENT is made and entered into as of the 8th day of August 2022, by and between THE CITY OF LINCOLNTON , a body corporate and politic (hereinafter referred to as "the CITY"), and Active Concepts, an LLC (hereinafter referred to as "Active Concepts").

WITNESSETH:

WHEREAS, Active Concepts 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 Active Concepts 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 August 4th 2022 (actual effective date will be the start of the project) Active Concepts shall begin construction and 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.), Active Concepts shall make an investment upon such site in (building/land and/or machinery and equipment of $4,203,059 (the expected capital investment) of which $3,658,424 will qualify for incentives under the City of Lincolnton Industrial Incentive Grant Policy.

3. Within two years of the effective date of this agreement, Active Concepts shall provide

at such site at least 12 new jobs paying weekly average wages of $1,150 including benefits.

4. In consideration of the performance of the aforesaid obligations by Active Concepts, the City will provide cash grants to Active Concepts of $15,365.38 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 Active Concepts within 30 days after Active Concepts 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. Active Concepts 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 Active Concepts 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 Active Concepts 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. Active Concepts 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, Active Concepts 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.

.

Actvie Concepts

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

CITY COUNCIL

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

CITY MANAGER

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

RESOLUTION TO ADOPT INCENTIVE GRANT AGREEMENT WITH ACTIVE CONCEPTS, LLC

WHEREAS, the Lincolnton City Council verily believes that it is in the best interest 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, Active Concepts, has developed plans for the installation of new manufacturing machinery and equipment in the City of Lincolnton, North Carolina; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLNTON, NORTH CAROLINA:

1. The Lincolnton City Council hereby approves the Incentive Grant Agreement (attached hereto and incorporated herein by reference) among between the City of Lincolnton and Active Concepts.
2. The Mayor of the City of Lincolnton and the City Clerk 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 4th day of August, 2022

_____
Ed Hatley
Mayor

ATTEST:

_____
Daphne Ingram, CMC
City Clerk

ITEM
2b

MEMO TO: Mayor and City Council Members

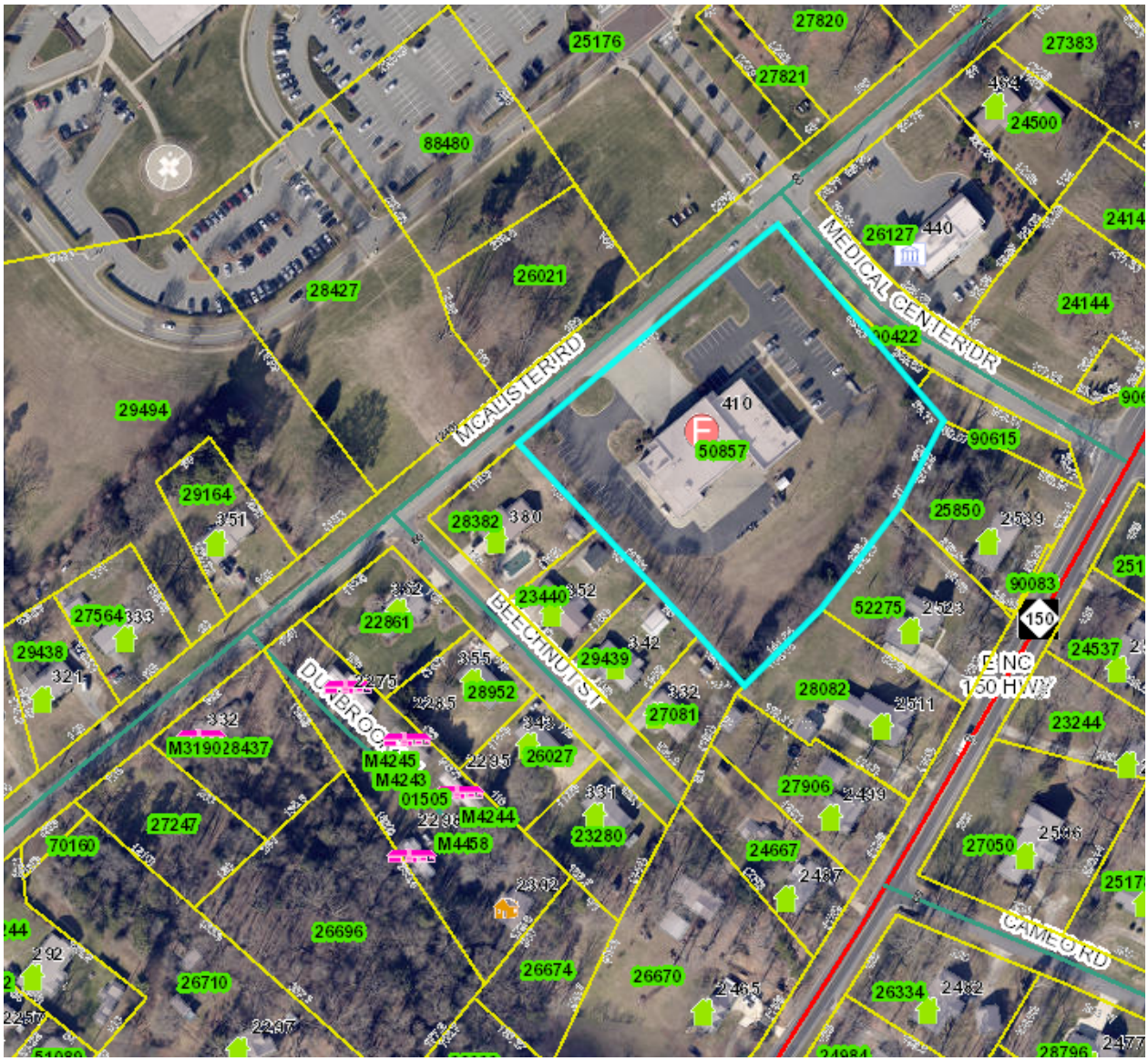
FROM: Jean Derby, Planning Director

SUBJECT: ANX-1-2022, Consideration of Annexation of City Owned Property Located at 410 McAlister Road (Tax Parcel 50857)

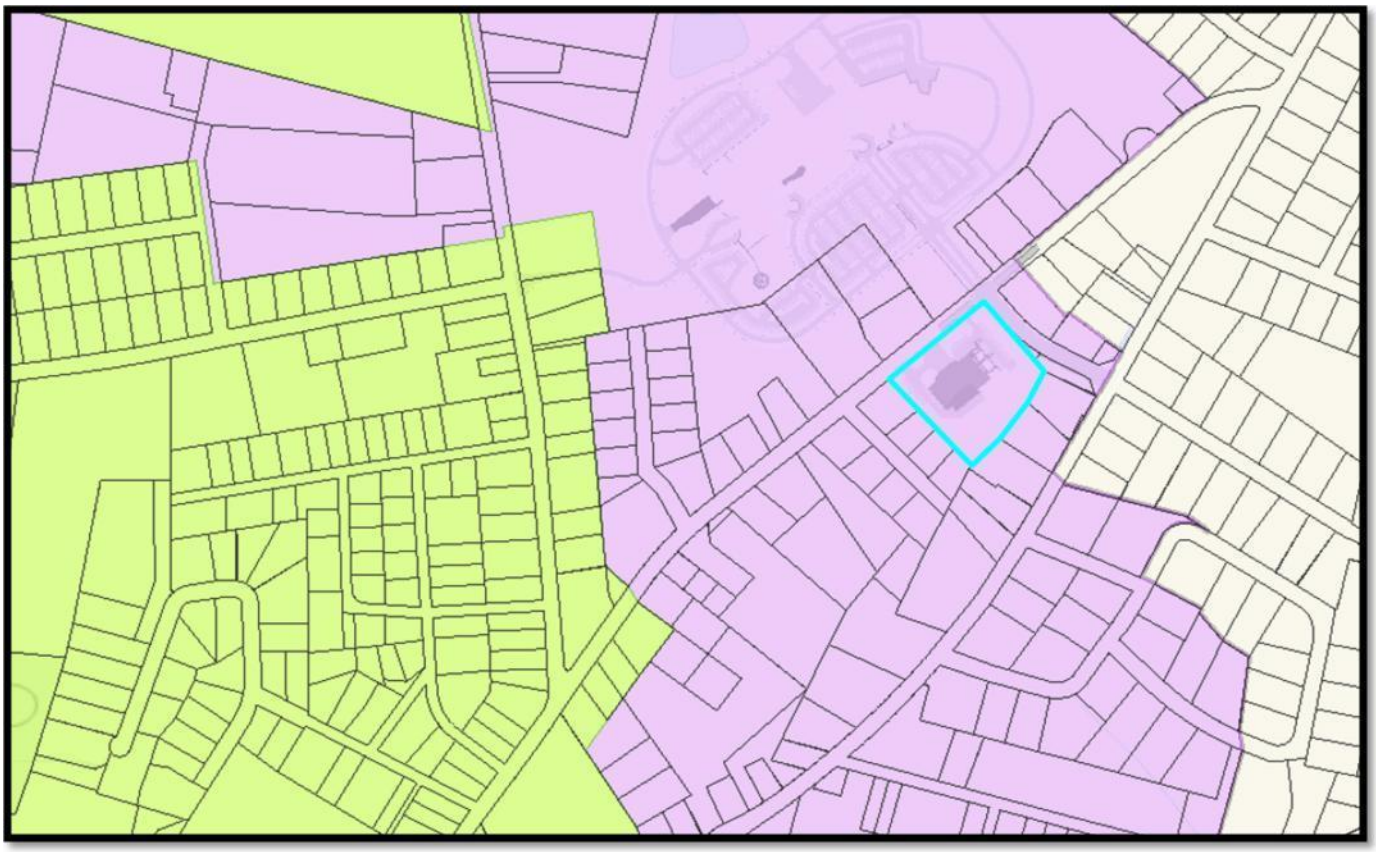
DATE: August 4, 2022

BACKGROUND

In December 2021, Council adopted a resolution to consider annexation of an approximately four-acre, city-owned property located at 410 McAlister Road.



CITY LIMITS / ETJ BOUNDARY



The property is located approximately 1,220 feet east of the city limits.

STATUTORY REQUIREMENTS

A qualified municipality may annex by ordinance satellite areas owned by the municipality subject to the following standards:

1) The area proposed for annexation must be owned by the annexing municipality.

2) The nearest point on the proposed satellite corporate limits must be not more than three (3) miles from the primary limits of the annexing municipality.

3) No point on the satellite area may be closer to the primary corporate limits of another municipality than to the primary corporate limits of the annexing municipality, unless the

annexing municipality and the closer municipality have an annexation agreement meeting certain requirements.

4) The area proposed for annexation must be so situated that the annexing municipality will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.

5) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included.

6) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the total land area within the primary corporate limits of the annexing municipality.

The area requested for annexation meets the requirements as follows:

1) The area proposed for annexation is owned by the City of Lincolnton.

2) The nearest point of the proposed satellite corporate limits is less than three miles from the primary corporate limits of Lincolnton.

3) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Lincolnton.

4) The proposed satellite corporate limits are situated so that the City will be able to provide or contract the same services within the proposed satellite corporate limits as are provided in the primary corporate limits.

5) The area proposed for annexation is not presently a part of a subdivision as defined in G.S. 160A-376.

6) The area proposed for annexation, when added to the area within all other satellite corporate limits, will not exceed ten percent of the area within the primary corporate limits of Lincolnton.

ADDITIONAL STATUTORY REQUIREMENTS

The statutes require a public hearing on the potential annexation at which any resident of the city may appear and be heard on the question of the desirability of the annexation.

If the council finds that annexation is in the public interest, it may adopt an ordinance annexing the property. The ordinance may be made effective immediately or on any specified date within six months from the date of passage.

COMPLIANCE WITH CITY ANNEXATION POLICY

The annexation of this property is consistent with the City's Satellite Annexation Policy adopted in 1993 in that:

It is located within the Extra Territorial Jurisdiction and is on a tract over two acres in size and

1. The annexation would not have an adverse impact on the City's overall annexation plans.

MUNICIPAL REQUIREMENTS IF THE PROPERTY IS ANNEXED

Fire Protection: The City will provide fire protection.

Police Protection: The City will provide police protection.

Refuse Collection: The City will continue to provide refuse collection.

Water and sewer services: There will not be any significant costs related to water and sewer services.

Street maintenance: McAlister Road is maintained by NCDOT. Medical Center Drive is not a state-maintained road.

VOTING DISTRICT

If annexed, the property will be added to Ward I. There is no resident population on the property so there would be no impact on the voting district.

PROJECTED REVENUES WITH ANNEXATION

Because the property is tax exempt, there is no projected revenue due to annexation.

PROJECTED COSTS TO THE CITY WITH ANNEXATION

If the City annexes the property, the City's additional costs due to annexation should be minimal due to the use of the site.

STAFF RECOMMENDATION

Staff recommends approval of the annexation with a revised survey and legal description.

ANX-1-22

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LINCOLNTON, NORTH CAROLINA
TAX PARCEL 50857
PIN 3643-49-7652
410 MCALISTER ROAD

WHEREAS, the City Council of the City of Lincolnton has adopted a resolution under G.S. 160A-58.7, stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held at Lincolnton City Hall at 7 pm on August 4, 2022 after due notice; and

WHEREAS, the City Council of the City of Lincolnton further finds that the area meets the requirements of G.S. 160A-58.1(b), as follows:

1. The nearest point on the proposed satellite corporate limits is not more than three miles from the primary corporate limits of the City of Lincolnton;

2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the City of Lincolnton;

3. The area is so situated that the City of Lincolnton. will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;

4. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

5. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the City of Lincolnton.

WHEREAS, the City Council of the City of Lincolnton further finds that the annexation of the area is in the public interest;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lincolnton, North Carolina, that:

Section 1. By virtue of the authority granted by G.S. 160A-58.7, the following described noncontiguous property owned by the City of Lincolnton is hereby annexed and made part of the City of Lincolnton upon approval:

TAX PARCEL 50857
PIN 3643-49-7652
410 MCALISTER ROAD

Beginning at a point along the southern margin of the right-of-way of McAlister Road (State Road #1334), along the eastern boundary of the The Robert & Rickie Allen Irrevocable Trust (Deed 2612-953), thence along the southern margin of said road right-of-way N 49°46'23" E a distance of 439.89' to a point along the southern margin of said road right-of-way, and along the common boundary of Charlotte Mecklenburg Hospital Authority (Deed 2177-417); thence with the western boundary of Charlotte Mecklenburg Hospital Authority, S 40°30'00" E a distance of 332.44' to a point which is the common boundary corner of CMH Authority (Deed 2111-299) and the northeastern corner of Dare Dellinger (Deed 1929-400); thence with Dellinger's northern boundary, S 28°15'00" W a distance of 100.00' to a point; thence continuing with Dellinger's northern boundary, S 30°20'00" W a distance of 27.00' to a point, the northeastern corner of Candace Heavner; thence with the northern boundary of Heavner, S 36°49'30" W a distance of 169.36' to the northeastern corner of Patrick Parson, (Deed 2931-742); thence with Parson's northern boundary S 44°55'57" W a distance of 141.64' to the southeastern corner of Kathy Hood, (Deed 2838-906); thence with the eastern boundary of Hood, Regina Barker (Deed 1922-650), Kelly Campbell (Deed 3110-854) and The Robert & Rickie Allen Irrevocable Trust (Deed 2612-53), N 42°28'29" W a distance of 428.34', which is the point of beginning, having an area of 3.916 acres, more or less.

Section 2. The Mayor shall cause to be recorded in the Office of the Register of Deeds of Lincoln County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, with a certified copy of this ordinance. Such a map shall also be delivered to the Lincoln County Board of Elections, as required by G.S. 163-288.1.

BE IT FURTHER ORDAINED THAT:

1. The annexed area herein above identified is added to and to become a part of Ward
2. The effective date of annexation for the property is August 4, 2022.
3. This Ordinance is adopted this 4th day of August, 2022.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

ITEM
2c

MEMO TO: Mayor and City Council

FROM: City of Lincolnton Planning Department

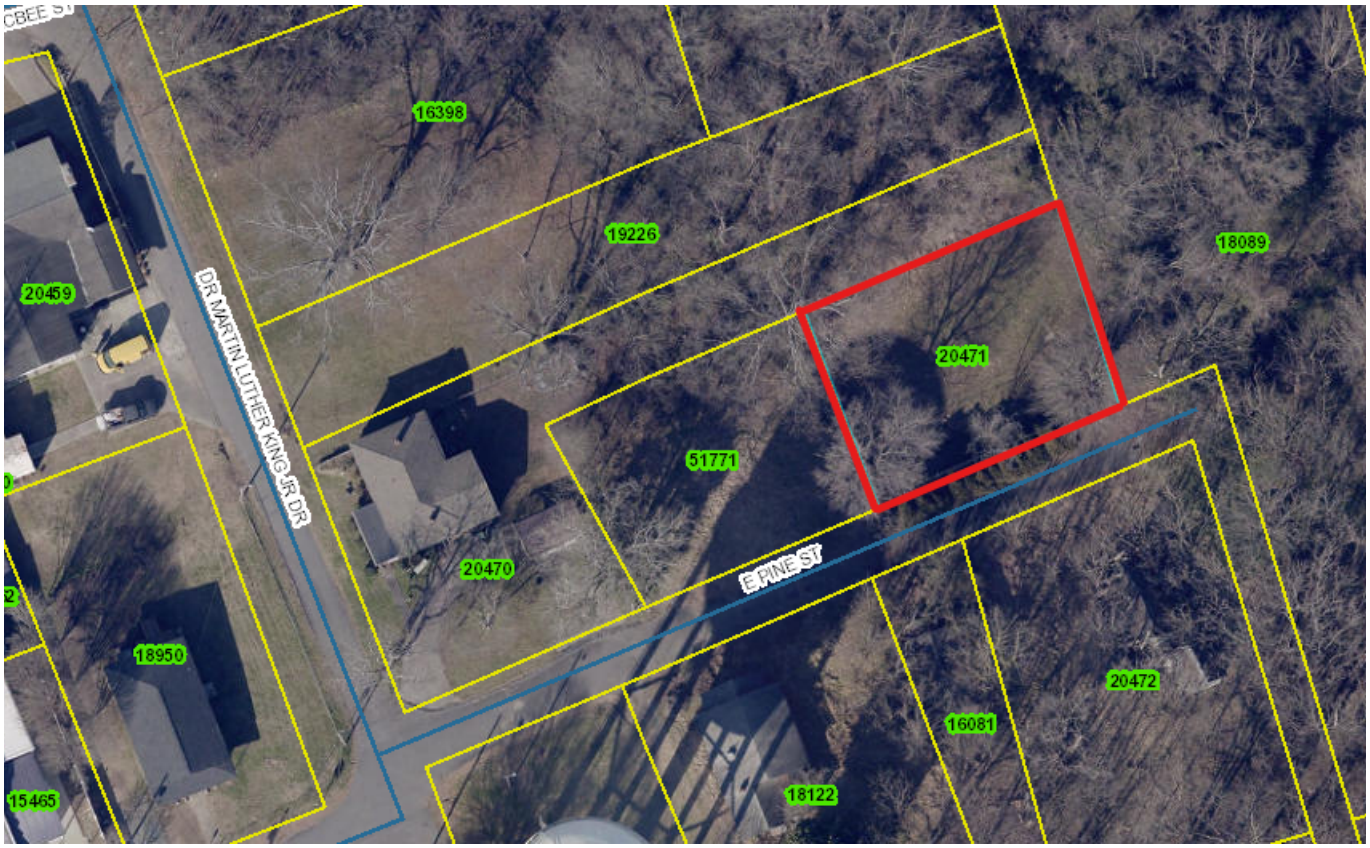
SUBJECT: ZMA-4-2022 – Application from DSM Construction

DATE: August 4, 2022

SITE AND AREA DESCRIPTION

The applicant is requesting the rezoning of 0.139 acres of land from Planned Business (PB) District to Residential-8 (R-8) District. The subject property is located at 1221 E Pine Street (Parcel ID 20471).

AERIAL VIEW:



ZONING

The subject property is vacant land. Land uses in the area include a mixture of residential and commercial uses The property is surrounded by Planned Business and Residential-8 zoning.

Permitted Uses Under Current Zoning

Retail stores, appliance/appliance repair shop, gas station, office building, second hand store, barber or beauty shop, laundry mat, dry cleaner. These are examples of permitted uses. There are over 82 permitted uses in the Planned Business zoning district. Permitted use means it does not come to council for approval.

Proposed Use by Rezoning to R-8

Single family home or two family home.

Z

LAND USE PLAN COMPLIANCE

The land use plan shows the property in the Traditional Single Family Planning Area.

> These planning areas consist of single-family uses on smaller to medium sized lots in older established portions of the community. As these areas are primarily residential in character, they should be protected from encroachment of incompatible business and industrial development.

The proposed rezoning request would be consistent with the Land Use Plan.

STAFF AND PLANNING BOARD RECOMMENDATION

Staff and Planning Board recommend the following action:

1. Recommend approval of rezoning of the property from PB to R-8

Zoning Amendment

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

Case No. ZMA-4-2022

Applicant: DSM Construction

Parcel ID#: 20471

Location: 1221 East Pine Street

Request: Rezone from PB to R-8

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Traditional Single Family Planning Area. The proposed rezoning request **is consistent** with the Lincolnton Land Use Plan.

The property is currently zoned Planned Business. A commercial use is not consistent with the Land Use Plan. Rezoning to R-8 would make it consistent.

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. ZMA-4-2022

Applicant: DSM Construction

Parcel ID#: 20471

Location: 1221 East Pine Street

Request: Rezone from PB to R-8

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Traditional Single Family 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.**

ITEM # 3

PUBLIC HEARING - continued

ITEM

3a

MEMO TO: Mayor and City Council

FROM: City of Lincolnton Planning Department

SUBJECT: CZ-8-2022- Application from Joseph and Samantha Brown requesting the conditional zoning of .584 acres of land from General Manufacturing and Commercial Conditional Use (GMC-CU) to General Business Conditional District (GB-CD) for the purpose of using an existing building on site for a sporting goods store. The subject property is located at 607 West Highway 150 Bypass (Parcel ID 19632)

DATE: August 4, 2022

SITE AND AREA DESCRIPTION

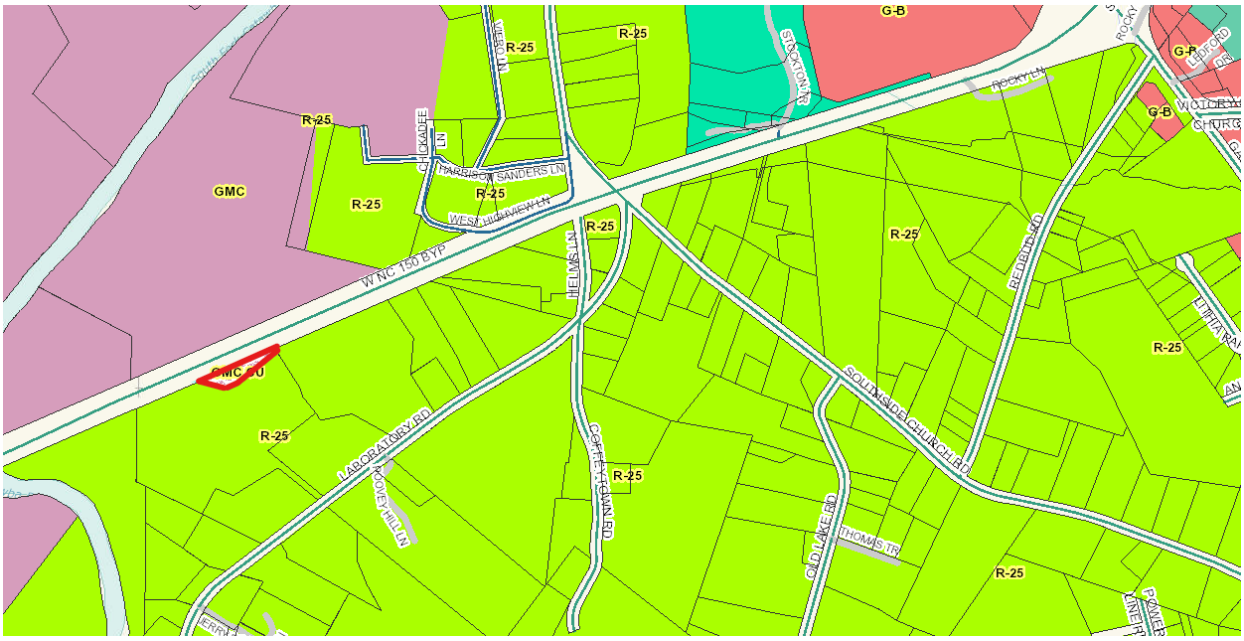
The subject property is located at 607 W. Highway 150 Bypass.

The site is developed with two unoccupied buildings. Surrounding properties on the south side of West Highway 150 are sparsely developed with single family residences. To the north of West Highway 150 is the City's wastewater treatment plant.

BACKGROUND

The building located on the easterly portion of the site is approximately 1,000 square feet and was formerly used as a TV repair shop. The building located on the westerly portion of the site is approximately 1,200 square feet and was formerly used as a restaurant. In 2012, the property was rezoned from R-25 to CU-GMC for a metal fabrication shop.

CURRENT ZONING AND MAP



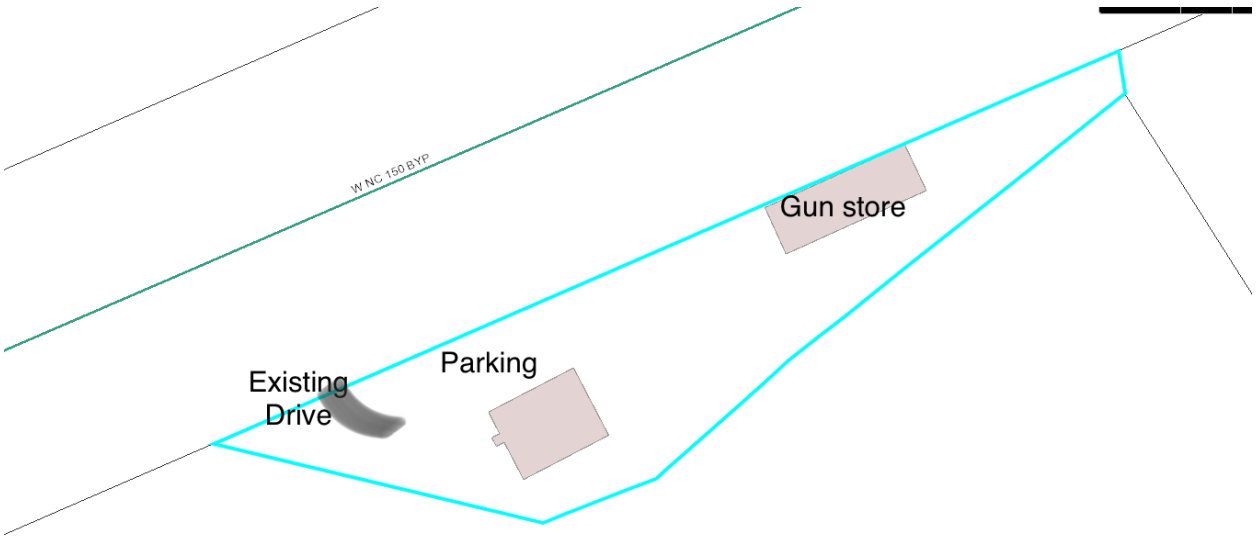
The adjacent properties are commercial and residential. Zoning around the site is a mixture of General Manufacturing and COmmercial (GMC) District and R-25 along with Residential Multifamily and General Business to the east.

AERIAL VIEWS

STREET VIEWS

Google

THE
southern
GUN
Proposed Building Appearance



LAND USE PLAN

The Lincolnton Land Use Plan designates the property as rural residential. The NC 150 Corridor Plan recognizes the area as suburban residential but also allows for rezoning to more intensive commercial and/or industrial zoning on a case by case conditional basis.

The requested zoning is not in compliance with the residential land use recommendations of the Land Use Plan and the Highway 150 Plan. However, the Highway 150 Plan specifically recognizes the feasibility of conditional use rezonings on a case by case basis in the area of the subject property and this application is consistent with that recommendation.

CONDITIONAL ZONING

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

STAFF REVIEW COMMITTEE

The Staff Review Committee had the following comments:

1. Prior to final approval, a site plan, completed by an architect, engineer, or surveyor licensed in NC, meeting all UDO requirements must be submitted to and approved by staff including driveway locations as approved by NCDOT, Landscaping, parking, etc…
2. Erosion control plans must be submitted to and approved by Lincoln County Soil and Erosion prior to development.

3. NCDOT driveway permit required.
4. Building plans must be submitted and approved by Lincoln County Inspection prior to development.
5. All Fire Code requirements of the City of Lincolnton must be met.

STAFF AND PLANNING BOARD RECOMMENDATION

Staff and Planning Board recommend the following actions:

- approval of the request for rezoning from CU-GMC 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-8-2022

Applicant: Joseph and Samantha Brown

Parcel ID#: 19632

Location: 607 NC Highway 150 Bypass

Request: Rezone from CU_GMC to GB (CD) for the use of the property for a sporting goods store.

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Planned Business Planning Area.

The requested zoning category is not consistent with the residential land use recommendations of the adopted Lincolnton Land Use Plan and the Highway 150 Plan. However, the conditional nature of the application and the specific proposal for reuse of existing structures that would not likely be used for residential purposes is consistent with the Highway 150 Plan.

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-8-2022

Applicant: Joseph and Samantha Brown

Parcel ID#: 19632

Location: 607 NC Highway 150 Bypass

Request: Rezone from CU_GMC to GB (CD) for the use of the property for a sporting goods store.

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.**

ITEM
4
REGULAR AGENDA

ITEM

4a

CITY COUNCIL

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

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

CITY MANAGER

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

(R-11-22)

A RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition was received on August 4, 2022 by the Lincolnton City Council; and

WHEREAS, G.S. 160A-58.2 provided that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Lincolnton deems it advisable to proceed in response to this request for annexation;

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

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of the investigation.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

Exhibit A

COMBINATION OF PARCEL #1 (Parcel ID 90684); PARCEL #2 (Parcel ID 15415); and PARCEL #3 (portion of Parcel ID 15614):

BEGINNING AT A POINT LOCATED AT IN THE CENTERLINE OF THE INTERESECTION OF CLARK'S CREEK ROAD AND STARTOWN ROAD (WITH NC GRID COORDINATES NORTHING: 648,977.820', EASTING: 1,326,900.386'); AND RUNS THENCE FROM SAID POINT OF BEGINNING WITH THE CENTERLINE OF CLARK'S CREEK ROAD SEVEN (7) COURSES AND DISTANCES AS FOLLOWS: (1) N 73-06-41 E 415.46' TO A POINT, (2) N 73-24-46 E 120.64' TO A POINT, (3) N 70-10-38 E 109.39' TO A POINT, (4) N 66-35-30 E 129.38' TO A POINT, (5) N 60-43-15 E 144.96', (6) N 57-31-48 E 94.63' TO A POINT, AND (7) N 55-36-22 E 177.06' TO A POINT; THENCE S 49-26-23 E 1268.58' TO A REBAR; THENCE S 49-26-14 E 65.13' TO A REBAR; THENCE N 50-15-11 E 360.98' (PASSING A REBAR AT 60.27' AND PASSING A REBAR AT 335.17') TO A REBAR, THENCE S 45-10-36 E 323.81' TO A SET REBAR, THENCE N 40-45-05 E 206.63' TO A SET REBAR, THENCE N 68-53-36 E 153.06' TO A SET REBAR, THENCE S 53-36-40 E 66.68' TO A SET REBAR, THENCE N 44-54-42 E 219.52' TO A POINT IN THE RIGHT OF WAY FOR CLARK'S CREEK ROAD; THENCE FOLLOWING THE MARGIN OF CLARK'S CREEK ROAD WITH AN ARC TO THE LEFT HAVING AN ARC LENTH OF 653.90' A RADIUS OF 1792.89' AND A CHORD OF 650.28' AND DIRECTION OF S 63-57-23 E A POINT ON THE MARGIN OF CLARK'S CREEK ROAD, THENCE LEAVING THE MARGIN OF CLARK'S CREEK ROAD S 76-21-26 W 79.05' TO A SET REBAR, THENCE S 35-51-26 W 264.00' TO A SET REBAR, THENCE S 28-08-34 E 280.50' TO A POINT IN CLARK'S CREEK, THENCE WITH CLARK'S CREEK FOUR (4) COURSES AND DISTANCES AS FOLLOWS: (1) S 20-57-44 W 160.06' TO A POINT, (2) S 22-41-49 W 249.01' TO A POINT, (3) S 20-04-30 W 259.42' TO A POINT, AND (4) S 21-48-42 W 645.01' TO A POINT; THENCE LEAVING CLARK'S CREEK (PASSING A SET REBAR AT 30.00' AND PASSING A 2" PIPE AT 1165.08') N 48-09-07 W 2155.94' TO A SET REBAR, THENCE S 84-58-43 W 834.79' TO A SET REBAR; THENCE S 36-17-00 W 139.10' TO A ½" ROD, THENCE S 69-47-18 W 510.52' (PASSING A REBAR AT 481.43') TO A POINT IN THE C/L OF STARTOWN ROAD, THENCE WITH C/L OF STARTOWN RD THREE (3) CALLS (1) N 01-49-37 W 128.26' TO A POINT, (2) N 05-01-51 W 102.15' TO A POINT, (3) N 06-26-50 W 757.00' TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 86.906 AS SHOWN ON A SURVEY PREPARED BY VERITAS LAND, PC DATED MAY 5, 2022.

ITEM
4b

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Daphne Ingram <dingram@lincolntonnc.org>

ppointment

1 message

Amy Atkins <aatkins@lincolncounty.org> Tue, Jul 19, 2022 at 10:41 AM
To: Daphne Ingram <dingram@lincolntonnc.org>, Jean Derby <jderby@lincolntonnc.org>

Daphne and Jean,

I am happy to let you know that Rebecca Shaw was appointed last night to the Lincolnton City Planning Board ETJ.

Amy

DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time.

ITEM
4c

Technology Improvements

Server Project

Compute

Hyper-convergence vs old structure

Pricing-Hyperflex,VCenter-$73192.68

Licensing- Server

Windows Server Materials

Licensing Core Servers for future and migrating to supported platforms

Pricing-$32896.80

Infrastructure

Switch gear refresh

New licensing models- subscription based

Pricing-$110790.66

Multifactor Authentication (Cyber Insurance Requirement)

Duo

Pricing-$21600

Installation-$8953.00 (HX Implementation) $11985.00(Server Upgrade)

Total Price: $259418.14

Fiber Project- Potential Savings $2 Million +

Phase 1:

City Hall- 114 W Sycamore St. Lincolnton NC 28092

Police Department- 627 E Main St. Lincolnton NC 28092

Welcome Center- 119 E Water St. Lincolnton NC 28092

Public Works- 128 Motz Ave Lincolnton NC 28092

Parks and Rec- 800 Madison St Lincolnton NC 28092

Phase 2:

Waste Water-550 W Hwy NC 150 Bypass

Water- 1338 Reepsville Rd. Lincolnton NC 28092

Fire Station 2- 410 McAlister Rd Lincolnton NC 28092- We did not visit this site. Newly acquired but on the other side of town.

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IP Phone: 704.540.5800| Fax: 704.541.0059 | http://www.ineteng.com

July 18, 2022
Customer's Address:

City of Lincolnton
128 Motz ave
Lincolnton, NC 28092
Attn: Chris Jones
Phone: 704-736-8980

cjones@lincolntonnc.org

QUOTATION#QT-000033099-5
Please reference quote number on PO:
Please make purchase order to:
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If you have any questions concerning this quote please contact

Client Services	Account Manager
Scott Wilson	Lee Bedford
704-943-5600	(919) 656-3249
clientservices@ineteng.com	lbedford@ineteng.com

SUBJECT: City of Lincolnton - Cisco HX Compute

ITEM #	PART #	DESCRIPTION	TERM	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
Hardware & Services:							
HX-M6-MLB							
1	HX-M6-MLB	**HX/HXAF/EDG M6 MLB**		1	$0.00	$0.00	$0.00
2	HX-E-220M6S	**Cisco HyperFlex Hybrid Edge 220 M6 system**		2	$6,622.97	$1,589.51	$3,179.02
3	CON-SNT-HXE22M6S	**SNTC-8X5XNBD Cisco HyperFlex Hybrid Edge 220 M6 syste**		2	$2,770.00	$2,077.50	$4,155.00
4	HX-SAS-220M6	**Cisco 12G SAS HBA for (16 drives) w/1U Brkt**		2	$1,708.68	$410.08	$820.16
5	HX-HD12TB10K12N	**1.2 TB 12G SAS 10K RPM SFF HDD**		12	$1,813.36	$435.21	$5,222.52
6	HX-SD480G63X-EP	**480GB 2.5in Enterprise Performance 6GSATA SSD(3X endurance)**		2	$2,586.40	$620.74	$1,241.48
7	HX-SD240GM1X-EV	**240GB 2.5 inch Enterprise Value 6G SATA SSD**		2	$1,135.84	$272.60	$545.20
8	HX-M2-240GB	**240GB SATA M.2**		4	$803.40	$192.82	$771.28
9	HX-M2-HWRAID	**Cisco Boot optimized M.2 Raid controller**		2	$352.50	$84.60	$169.20
10	HX-RAIL-M6	**Ball Bearing Rail Kit for C220 & C240 M6 rack servers**		2	$360.62	$86.55	$173.10
11	HX-TPM-002C	**TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers**		2	$88.72	$21.29	$42.58
12	UCSC-HSLP-M6	**Heatsink for 1U/2U LFF/SFF GPU SKU**		4	$0.00	$0.00	$0.00
13	CBL-SAS-C220M6	**C220M6 SAS cable (1U); (Pismo HBA)**		2	$0.00	$0.00	$0.00
14	UCSC-BBLKD-S2	**UCS C-Series M5 SFF drive blanking panel**		4	$0.00	$0.00	$0.00
15	UCS-DIMM-BLK	**UCS DIMM Blanks**		58	$0.00	$0.00	$0.00
16	UCSC-R2R3-C220M6	**C220 / C225 M6 UCSC -HH Riser2 and Riser 3 KIT**		2	$0.00	$0.00	$0.00
17	HX220C-BZL-M5	**HX220C M5 Security Bezel**		2	$0.00	$0.00	$0.00
18	HX-CPU-I4314	**Intel 4314 2.4GHz/135W 16C/24MB DDR4 2667MHz**		4	$3,587.69	$861.05	$3,444.20
19	HX-MR-X64G2RW	**64GB RDIMM DRx4 3200 (16Gb)**		4	$6,349.44	$1,523.87	$6,095.48
20	HX-PSU1-1050W	**Cisco UCS 1050W AC Power Supply for Rack Server**		4	$862.32	$206.96	$827.84
21	CAB-9K12A-NA	**Power Cord, 125VAC 13A NEMA 5-15 Plug, North America**		4	$0.00	$0.00	$0.00
22	HX-VSP-STD-3A	**VMware vSphere 7.x Standard (1 CPU,32 Core),3yr,Support Req**		4	$1,961.61	$470.79	$1,883.16
23	CON-ISV1-VSXSTD3A	**VSphere Standard for 1 CPU; ANNUAL List 3-YR Reqd**		4	$1,506.00	$1,129.50	$4,518.00
24	HX-VSP-7-0-FND2-D	**Factory Installed -vSphere SW 7.0 2-CPU Enduser provides Lic**		2	$0.00	$0.00	$0.00
25	HX-VSP-7-0-FND-DL	**Factory Installed - VMware vSphere 7.0 Fnd SW Download**		2	$0.00	$0.00	$0.00
26	HX-E-TOPO4	**10GbE Single or Dual Switch (2, 3, or 4 node)**		2	$2,847.05	$683.29	$1,366.58
27	HX-M-V25-04	**Cisco UCS VIC 1467 quad port 25G SFP28 mLOM**		2	$0.00	$0.00	$0.00
						Sub-Total	**$34,454.80**
SFP-10G-SR=							
28	SFP-10G-SR=	**10GBASE-SR SFP Module**		2	$1,220.52	$414.98	$829.96
						Sub-Total	**$829.96**
MS225-48FP-HW							
29	MS225-48FP-HW	**Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch**		17	$10,291.10	$4,733.91	$80,476.47
						Sub-Total	**$80,476.47**
LIC-MS225-48FP-5YR							
30	LIC-MS225-48FP-5YR	**Meraki MS225-48FP Enterprise License and Support, 5YR**		17	$1,559.08	$717.18	$12,192.06
						Sub-Total	**$12,192.06**
MS425-16-HW							
31	MS425-16-HW	**Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch**		1	$18,547.64	$8,531.91	$8,531.91
						Sub-Total	**$8,531.91**
LIC-MS425-16-5YR							
32	LIC-MS425-16-5YR	**Meraki MS425-16 Enterprise License and Support, 5YR**		1	$2,917.37	$1,341.99	$1,341.99
						Sub-Total	**$1,341.99**
MA-SFP-10GB-SR							
33	MA-SFP-10GB-SR	**Meraki 10G Base SR Multi-Mode**		12	$1,176.98	$541.41	$6,496.92
						Sub-Total	**$6,496.92**
MA-CBL-40G-50CM							
34	MA-CBL-40G-50CM	**Meraki 40GbE QSFP Cable, 0.5 Meter**		3	$130.06	$59.83	$179.49
						Sub-Total	**$179.49**
MA-CBL-TA-3M							

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July 18, 2022
Customer's Address:

City of Lincolnton
128 Motz ave
Lincolnton, NC 28092
Attn: Chris Jones
Phone: 704-736-8980

cjones@lincolntonnc.org

QUOTATION#QT-000033099-5
Please reference quote number on PO:
Please make purchase order to:
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If you have any questions concerning this quote please contact

Client Services	Account Manager
Scott Wilson	Lee Bedford
704-943-5600	(919) 656-3249
clientservices@ineteng.com	lbedford@ineteng.com

SUBJECT: City of Lincolnton - Cisco HX Compute

35	MA-CBL-TA-3M	**Meraki 10 GbE Twinax Cable with SFP+ Modules, 3 Meter**	3	$195.09	$89.74		$269.22
						Sub-Total	**$269.22**
MA-SFP-1GB-TX							
36	MA-SFP-1GB-TX	**Meraki 1 GbE SFP Copper Module**	2	$513.74	$236.32		$472.64
						Sub-Total	**$472.64**
VMWare							
37	VCS7-STD-C	**VCTR SERVER 7 STD VSPHERE 7 P LICS ER INSTANCE**	1	$6,175.00	$6,082.38		$6,082.38
38	VCS7-STD-P-SSS-C	**PROD SNS VCTR SERVER 7 STD VSPHLICS ERE 7 PER INSTANCE 1YR**	5	$1,544.00	$1,478.38		$7,391.90
						Sub-Total	**$13,474.28**

ITEM #	PART #	DESCRIPTION	PAYMENT TERM	TERM	QTY.	UNIT	MONTHLY LIST PRICE	MONTHLY UNIT PRICE	PYMNT TERM EXT PRICE	FULL-TERM EXT PRICE
Subscription Items:										
HX-M6-MLB										
1	DC-MGT-SAAS	**Cisco Intersight SaaS**	Prepaid	60	1		$0.00	$0.00	$0.00	$0.00
2	DC-MGT-SAAS-EST-C	**Cisco Intersight SaaS - Essentials**	Prepaid	60	2	Device	$15.99	$12.79	$1,534.80	$1,534.80
3	SVS-DCM-SUPT-BAS	**Basic Support for DCM**	Prepaid	60	2	Each	$0.00	$0.00	$0.00	$0.00
4	DC-MGT-IMCS-1S	**IMC Supervisor - Advanced - 1 Server License**	Prepaid	60	2	Device	$0.00	$0.00	$0.00	$0.00
5	DC-MGT-UCSC-1S	**UCS Central Per Server - 1 Server License**	Prepaid	60	2	Device	$0.00	$0.00	$0.00	$0.00
6	HXDP-SW	**Cisco HyperFlex Data Platform Software**	Prepaid	60	1		$0.00	$0.00	$0.00	$0.00
7	HXDP-E-AD	**HyperFlex Data Platform Edge Advantage**	Prepaid	60	2	Server	$247.17	$197.74	$23,728.80	$23,728.80
8	SVS-DCM-SUPT-BAS	**Basic Support for DCM**	Prepaid	60	1	Each	$0.00	$0.00	$0.00	$0.00
								Sub-Total	**$25,263.60**	**$25,263.60**
DUO-SUB										
9	DUO-SUB	**Cisco Duo subscription**	Prepaid	60	1		$0.00	$0.00	$0.00	$0.00
10	DUO-MFA	**Standard Cisco Duo MFA edition**	Prepaid	60	160	User	$3.00	$2.25	$21,600.00	$21,600.00
11	SECUREX-ENT-DUO	**Cisco SecureX XDR Entitlement for Duo (No Cost)**	Prepaid	60	1	User	$0.00	$0.00	$0.00	$0.00
12	SVS-DUO-SUP-B	**Cisco Duo Basic Support**	Prepaid	60	1	Each	$0.00	$0.00	$0.00	$0.00
								Sub-Total	**$21,600.00**	**$21,600.00**

The price, purchase, sale, delivery, and all other matters related to the products and services listed in this Quote are governed by the terms and conditions of the North Carolina ITS-400277-204X Contract with Cisco Systems, Inc. (the "ITS-400277-204X Contract"). The customer identified on this Quote ("Customer") agrees that the ITS-400277-204X Contract and this Quote are the entire agreement and understanding between the parties relating to this Quote. No other terms and conditions shall apply to this Quote, including the North Carolina General Contract Terms & Conditions nor any additional terms attached to a Customer Purchase Order (PO) or other purchase authorization.

All Purchase Orders or other purchase authorization pertaining to the products and services listed above must include a reference to the North Carolina ITS-400277-204X Contract.

Items currently not included on the 204x contract

Note: By request, this quote does not include IE Professional Services.
If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment **$205,583.34**
Plus Tax

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July 18, 2022
Customer's Address:

City of Lincolnton
128 Motz ave
Lincolnton, NC 28092
Attn: Chris Jones
Phone: 704-736-8980

cjones@lincolntonnc.org

QUOTATION#QT-000033099-5
Please reference quote number on PO:
Please make purchase order to:
Internetwork Engineering
13777 Ballantyne Corp. Place
Suite 305
Charlotte, NC 28277
If you have any questions concerning this quote please contact

Client Services	Account Manager
Scott Wilson	Lee Bedford
704-943-5600	(919) 656-3249
clientservices@ineteng.com	lbedford@ineteng.com

SUBJECT: City of Lincolnton - Cisco HX Compute

DELIVERY:	**FOB: Shipping Point**
TERMS:	**NET 30**
QUOTATION FIRM FOR:	**30 DAYS**

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

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July 11, 2022
Customer's Address:

City of Lincolnton
128 Motz ave
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Attn: Chris Jones
Phone: 704-736-8980

cjones@lincolntonnc.org

QUOTATION#QT-000033354-1
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If you have any questions concerning this quote please contact

Client Services	Account Manager
Carmen Thomas	Lee Bedford
704-943-5600	(919) 656-3249
clientservices@ineteng.com	lbedford@ineteng.com

SUBJECT: Microsoft Windows Server

ITEM #	PART #	DESCRIPTION	PAYMENT TERM	TERM	QTY.	UNIT	MONTHLY LIST PRICE	MONTHLY UNIT PRICE	PYMNT TERM EXT PRICE	FULL-TERM EXT PRICE
Subscription Items:										
Licenses										
1	DG7GMGF0D5VX:0007	**Windows Server 2022 - 1 User CAL (NCE COM BAS PER 1TM)**	ANNUAL	12	180		$3.83	$3.83	$8,272.80	$8,272.80
2	DG7GMGF0D65N:0002	**Windows Server 2022 Datacenter - 16 Core (NCE COM BAS PER 1TM)**	ANNUAL	12	4		$513.00	$513.00	$24,624.00	$24,624.00
								Sub-Total	**$32,896.80**	**$32,896.80**

The following Microsoft End User License Agreement (EULA) and Support Maintenance Terms and Conditions are incorporated into, and made a part of this quote by this reference. Customer may cancel the service and/or subscription skus shown on this quote as and when allowed by Microsoft, consistent with the terms of service governing the sale of these items. Customer may not use the subscription or services following the effective date of termination and will not be eligible for credits or refunds of any prepaid service or subscription amount(s) unless explicitly allowed by Microsoft as outlined in its termination policy. Terms are available at the following link: https://www.microsoftvolumelicensing.com/

Note: By request, this quote does not include IE Professional Services. If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment **$32,896.80**
Plus Tax and/or Shipping

DELIVERY: **FOB: Shipping Point**
TERMS: **NET 30**
QUOTATION FIRM FOR: **30 DAYS**

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

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Statement of Work

Cisco Hyperflex (HX) Edge Deployment

July 15, 2022

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Presented by:
Account Manager: Lee Bedford
lbedford@ineteng.com
704-943-5608
Solution Engineer: Rick Carroll

PROJECT OVERVIEW

STATEMENT OF NEED

The City of Lincolnton is currently utilizing (2) aging Dell servers that host multiple Windows Server virtual machines vital to the City of Lincolnton's internal business processes. There is a need to update the server hardware while also moving to a hardware platform that offers increased compute and storage performance as well as a level of resiliency and high availability for the virtual machine environment.

SOLUTION OVERVIEW

The proposed solution takes into consideration City of Lincolnton's current environment and business processes, as well as the latest in technology and best practices. The solution includes the deployment of a two-node Cisco Hyperflex Edge platform with ESXi and vCenter management. Virtual machines from the current hardware will be migrated to the new Cisco Hyperflex solution.

PROJECT SUCCESS CRITERIA

The business goals for this initiative include:

- Upgrade the server compute infrastructure to a more powerful and resilient platform

The successful attainment of business goals will be measured by:

- The successful deployment of the Cisco Hyperflex Edge hardware and migration of all server virtual machines to the new platform

The technical goals for this initiative include:

- Configure and deploy Cisco Hyperflex Edge hardware with ESXi and vCenter management
- Migrate all server virtual machines to the Cisco Hyperflex Edge platform

The successful attainment of technical goals will be measured by:

- Cisco Hyperflex Edge is configured and operational through vCenter management
- All server virtual machines are migrated to the Cisco Hyperflex Edge platform and operating with full connectivity

The following Statement of Work defines the engagement strategy for this project and provides a review of any technical and non-technical deliverables to be completed as part of this effort.

IE possesses the experience to successfully complete this engagement and we are confident that through the efforts of our engineering consultants, and the application of industry best practices, we can provide City of Lincolnton with a Cisco Hyperflex (HX) Edge Deployment that meets all defined business, technical, and end-user requirements.

TASKS AND RESPONSIBILITIES

There are several groups involved in the project. The following is a detailed list of tasks and responsibilities.

IE RESPONSIBILITIES

Project Kickoff

IE's Project Team will conduct a meeting with the customer's project team and IE's project team for the purpose of reviewing the tasks necessary to complete the project.

- Identify key contacts
- Review the Scope of Work (SoW)
- Review City of Lincolnton's IT change control procedures
- Obtain virtual and physical access
- Schedule inventory of project hardware, software, and licenses

Pre-Build Design

The Pre-Build Design is our plan for how the solution will be built. The Pre-Build Design document is simply a high-level overview of how we plan to implement the solution into your environment. It includes specifics on how:

- Devices will be configured
- Solution will be implemented
- Solution will be tested
- Solution will be handed off

The Pre-Build Design is created so that the solution is configured in the most effective way and will be implemented with the least amount of disruption. The Pre-Build Design is always based on best practices and current technology innovations. IE engineers may need to collaborate with your team for the purpose of building this document.

Installation Tasks

Hyperflex Edge Implementation

- (2) HX nodes will be racked and connected (power/network)
- (2) Cisco Integrated Management Controllers will be configured
- (1) Nested vCenter will be installed and configured
- (1) HX Data Platform Installer OVA will be deployed
- (1) HX Cluster will be configured
- (1) Cisco Intersight SaaS Service will be setup

Virtual Machine Migration

- (2) Existing ESXi hosts will be imported to vCenter
- (8) Virtual machines will be migrated to the HX cluster
- (1) Network on HX cluster will be verified

CITY OF LINCOLNTON RESPONSIBILITIES

- The ESXi software version for both current bare metal servers will have to be upgraded to at least v6.5 in order to be migrated to vCenter v7 on the new Cisco Hyperflex Platform

MIGRATION STRATEGY

A migration strategy will be discussed during the Pre-build Design process and once that strategy is determined, it will be documented in a Transition Plan and shared with City of Lincolnton IT staff. The migration strategy may include:

- Post-migration support on the first business day following any migration event
- A plan for up to one (1) migration event *

*Note: If determined that additional migration events are required outside of what was scoped, City of Lincolnton can request IE complete them for an additional services cost.

PROJECT CONCLUSION

At the conclusion of the project, IE will conduct a meeting with the customer's project team and IE's project team to close the project. During this meeting, IE will:

- Verify project deliverables have been completed
- Review project acceptance document
- Obtain customer sign-off indicating project completion

PROJECT DOCUMENTATION

IE's documentation is a comprehensive collection of project specific details around:

- Planning
- Implementation
- Execution

This documentation will be provided to the customer through the MyIE portal at the conclusion of the project.

ASSUMPTIONS

- Any item not specifically listed in this Statement of Work will be considered "Out of Scope" and will be addressed with a Scope Change Document.
- IE engineers will work during normal business hours, Monday through Friday (excluding holidays), 8:00 AM – 5:00 PM, unless agreed upon by IE and City of Lincolnton .
- This proposal does not include an on-going support contract to cover moves, adds, changes, upgrades to software or hardware, and troubleshooting. Should City of Lincolnton require such services, IE will provide a separate proposal to meet these needs.
- City of Lincolnton shall designate a person to whom all IE communications may be addressed and who has the authority to act on all aspects of this services engagement.
- City of Lincolnton is responsible for providing all necessary physical access to its facilities and remote access as required (e.g., via VPN) within a reasonable timeframe to properly get the project

underway. This also includes access to relevant network documentation and existing device configurations.

- Unless otherwise agreed to by the parties, City of Lincolnton shall respond within two (2) business days of an IE request for documentation or information related to the project City of Lincolnton agrees to provide network and systems designs, configurations, and passwords to accurately complete the project.
- City of Lincolnton shall ensure that contracts with its own vendors and third-parties are fully executed and reflect the correct terms to enable IE to complete the project.
- City of Lincolnton is responsible for managing any and all internal change management procedures.
- City of Lincolnton agrees to prepare the installation site. In particular, this includes ensuring that proper environmental conditions are met, and that adequate power (including UPS) is available.
- City of Lincolnton agrees to be responsible for any necessary licensing and maintenance contracts necessary to complete this project.

AGREEMENT

PROJECT PRICING

This project will be billed as a Fixed Fee services engagement. The investment for this project effort is **$8,953.00**. All local sales taxes will apply. Any travel-related expenses are included in the fixed fee price. The project will be billed monthly based on the percent of the project completed during the month.

The proposed Statement of Work detailed above is based on IE's current understanding of the overall business and technical objectives for this project. IE looks forward to the opportunity to work with City of Lincolnton on this project. Any questions comments or requests for additional information should be directed to Lee Bedford at lbedford@ineteng.com.

This statement of work is valid for ninety (90) days from the date on the cover page.

AGREEMENT OF TERMS

To assure satisfaction with the goals established for this project, please review, and sign the following agreement.

- I agree that the stated objectives will meet the goals and that IE has been provided with sufficient information to successfully complete this project.
- I agree that the information contained in this document will be kept confidential between IE and City of Lincolnton.
- I authorize IE to complete the services described in this Statement of Work according to the terms and conditions herein.

Customer Authority: _____

(Printed Name)

_____

(Signature)

APPENDIX A – TERMS AND CONDITIONS

THESE TERMS & CONDITIONS (these "**Terms & Conditions**") are by and between Internetwork Services Incorporated d/b/a Internetwork Engineering ("**IE**"), and the customer ("**Customer**") identified on the Statement of Work to which these Terms and Conditions are attached (the "**SOW**"). The SOW, these Terms & Conditions, any documentation included in the SOW or referenced therein, and all exhibits and schedules attached to any of the foregoing, are collectively referred to as the "**Agreement**." If Customer has executed an Open Account Agreement or Master Services Agreement with IE, these Terms & Conditions shall supplement such agreements as they relate to the SOW. These Terms & Conditions supersede and replace contradictory or conflicting terms of the Open Account Agreement or Master Services Agreement only with respect to the SOW and the transactions contemplated thereby. Any change order or subsequent work or service order between the parties relating to the SOW shall be subject to these Terms & Conditions.

1. Sale of Products and Services. IE shall sell, provide, or make available to Customer (as applicable) the products ("**Products**") and services ("**Services**") identified in the SOW, all on the terms and conditions described in the Agreement.

2. Provision of Services. Hourly Service fees shall be billed at rates provided in the SOW based on actual time worked. The contracted hourly rate applies to travel time. Work performed shall be priced as indicated plus applicable taxes, tariffs, duties, and surcharges. Services will be performed during normal business hours unless otherwise set forth in the SOW. If after-hours work is required, as part of a "time and materials" project, Customer will be charged at 1.5 times the standard hourly rate. Fixed fee projects will include an after-hours allowance as part of the project fee, as required. Normal business hours are defined as 8:00 AM through 5:00 PM, Monday through Friday, excluding IE observed holidays. After-hours rates may apply on all project activities that are scheduled to begin after 9:00 PM or prior to 6:00 AM.

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4. Services Warranty. IE represents and warranties that, for a period of 90 days from the date the Services are delivered, it shall: (a) perform all Services in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by quality, recognized firms in the industry performing Services of a similar nature, and in full compliance with any applicable plans, specifications, drawings, models or patterns mutually agreed upon by IE and Customer; (b) engage only competent and experienced Personnel to perform the Services; (c) complete the Services within a reasonable time and/or as provided in any SOW; and (d) comply in all material respects with any federal, state or local statute, law, rule, regulation or order relating to the Services. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, IE HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO THE SERVICES.

5. Sale and Delivery of Products. The Products shall be delivered to the address specified in the SOW in accordance with IE's shipping policy in effect on the date of shipment. Title to, and all risk of loss or damage with respect to the Products shall pass to Customer upon delivery by IE to the carrier or Customer's representative at IE's warehouse. Customer shall promptly notify IE, but in no event later than five (5) business days after delivery of the Products, of any claimed shortages or rejection as to any Products. Failure to give any such notice within such time shall be deemed acceptance of all delivered Products. Customer shall comply with, and shall not act to contravene, applicable laws relating to the shipment or resale of the Products. Customer recognizes that some Product sales are limited to a specified territory and shall not sell Products outside that territory.

6. Product Returns. Return of Products, whether for stock balancing purposes or because such Products are claimed

to be defective, shall be governed by IE's Product Return Policy in effect on the date of the invoice relating to the Products in question. In most cases, unopened Products may be returned within 30 days contingent on the approval Products' original equipment manufacturer ("**OEM**"). Opened Product returns may be allowed on a case-by-case basis contingent on the OEM approval and may incur a restocking fee. The right to return defective Products, shall constitute IE's sole liability and Customer's exclusive remedy in connection with any claim of any kind relating to the quality, condition of performance of any Product, whether such claim is based upon principles of contract, warranty, tort or otherwise. Customer shall bear all applicable taxes, duties, license fees, and similar charges, on any replacement Product shipped by IE to Customer.

7. Product Warranties. IE will pass through to Customer all rights and warranty entitlements provided by the OEM. IE makes no representations of warranties of any kind with respect to the Products. IE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IE WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY.

8. Title to Documents; Ownership of Data**.** IE is and shall remain the sole and exclusive owner of any inventions, discoveries, improvements, and other intellectual property or proprietary rights developed or acquired prior to, or independent of, the activities undertaken under the SOW ("**IE Background IP**"). If the SOW provides that IE shall deliver any work product to Customer ("**Work Product**"), then all rights, title, and interest in and to any inventions, discoveries, improvements, and other intellectual property or proprietary rights in the Worked Product (other than IE Background IP) shall vest in, and be wholly owned by, Customer. IE hereby transfers and assigns to Customer all rights, title and interest, domestic and foreign, to such inventions, discoveries, improvements, and other intellectual property or proprietary rights of such Work Product (other than IE Background IP). This section shall not assign from IE to Customer any IE Background IP.

9. Fees; Payment Terms. In consideration of the Services and Products (as applicable), Customer shall pay IE the fees and amounts set forth on the applicable SOW (collectively, the "**Fees**") in accordance with the terms of such SOW and this Section. All Fees, Expenses, and other amounts payable by Customer are exclusive of taxes, import and customs duties, and similar assessments. Customer shall pay all Fees and Expenses within thirty (30) days of the invoice date. If Customer fails to pay any amount when due, and such failure continues more than ten (10) days after IE's delivery of written notice thereof, in addition to all other remedies that may be available: (i) IE may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law; and (ii) Customer shall reimburse IE for all reasonable costs incurred by IE in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees. All amounts payable to IE under the Agreement shall be paid by Customer to IE in full without any setoff, deduction, or withholding for any reason. Customer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries and any services, repossession of unpaid delivered goods and/or termination of any one of more sales agreements.

10. Purchase Money Security Interest. Customer hereby grants IE a continuing Uniform Commercial Code security interest in all Products sold, leased, or provided by IE to Customer, wherever located and the proceeds thereof until the balance owed to IE for such Products is paid in full.

11. Term and Termination. The term of the Agreement shall commence on the effective date of the SOW and shall continue for the period set forth in the SOW. Either party may terminate the Agreement, effective on written notice to the other party, if the other party breaches the Agreement, and such breach remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. In the event of termination, Customer shall remain obligated to pay to IE all Fees and Expenses incurred prior to the effective date of termination.

12. Indemnification. Each party ("**Indemnitor**") hereby agrees to defend and indemnify the other party and its affiliates, representatives, agents, managers, members, shareholders, officers, and directors, from any and all losses, claims, demands, damages, liabilities, judgments, expenses, defense costs, causes of action and settlements, including

reasonable attorneys' fees and expenses, arising out of Indemnitor's (i) breach of the Agreement, (ii) violation of applicable law, and (iii) gross negligence or willful misconduct.

13. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE SOW OR THESE TERMS & CONDITIONS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES.

14. Confidentiality. In the course of its performance under the SOW, one party ("**Recipient**") may have access to, or otherwise become aware of, certain technical or business information of the other party ("**Discloser**") that is considered by the Discloser as proprietary information ("**Confidential Information**"), including, but not limited to, specifications, drawings, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports, historical financial statements, financial projections, budgets, historical or projected sales, capital spending budgets or plans, and the identity of key personnel. Confidential Information shall not include information that (i) is generally available to the public other than as a result of a disclosure by the Recipient, (ii) is provided to the Recipient on a non-confidential basis from a source that is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Discloser, (iii) Recipient can demonstrably show was developed by or on behalf of the Recipient independently of the Recipient's receipt or discovery of the Discloser's information; or (iv) Recipient can demonstrably show was in the Recipient's possession or known to the Recipient prior to the Recipient's receipt or discovery of the Discloser's information. Recipient shall: (*x*) use Discloser's Confidential Information solely for the purposes of fulfilling its obligations hereunder; (*y*) protect the Discloser's Confidential Information against unauthorized disclosure using the same degree of care as the Recipient uses to protect its own confidential information of a like nature, but not less than a reasonable degree of care; and (*z*) not analyze the composition of, or reverse engineer, or decompile any tangible materials, or components, or software comprising or including Discloser's Confidential Information. Recipient may disclose the Confidential Information only to the extent that the disclosure is required by law, or legal process, or governmental order, provided the Recipient gives the Disclosure notice of such requirement with a reasonable time to oppose or modify such requirement. Upon request of Discloser, Recipient will return to Disclosure the Confidential Information and any copies thereof. The obligations in this section shall survive the expiration or termination of the Agreement for two (2) years.

15. Non-Solicitation. IE and Customer agree that during the term of the Agreement and for a period of twelve (12) months following the expiration or termination of the Agreement for any reason, that neither will, directly or indirectly, solicit for employment an employee or independent contractor of the other party with whom the soliciting party came in contact as a result of the Agreement during the term of the Agreement. Each party understands and agrees that in the event of such solicitation, the other party may seek all legal remedies available. Notwithstanding the foregoing, general advertisements for employment shall not be deemed to violate this section.

16. Equitable Relief. Each party acknowledges and agrees that a breach by such party of any of its obligations under Sections 14 or 15, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17. Force Majeure. IE's performance under the Agreement may be suspended if performance is prevented or interfered with because of any unforeseeable act or condition beyond IE's reasonable control, including but not limited to, weather, acts of God, war, civil disturbances, acts of terrorism, court orders, or labor disputes.

18. Miscellaneous. Any notices including invoices to be given by either party to the other party hereunder shall be in writing and given either by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested, facsimile or express mail at the addresses designated in the SOW. . Customer shall not assign or otherwise transfer any of its rights, or delegate any of its obligations under the Agreement without IEs prior written consent. Any purported assignment, delegation or transfer in violation of this Section is void. IE may assign the

Agreement at any time without notice to Customer. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of or rescission, termination or discharge of the Agreement is effective unless it is in writing and signed by each party. The Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to the Agreement shall be instituted exclusively in the state or federal courts located in Mecklenburg County, North Carolina, and each party irrevocably submits to the sole and exclusive jurisdiction of such courts. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

people connecting people
INTERNETWORK ENGINEERING
since 1996

Statement of Work

Microsoft Windows Server Upgrade/Installation

July 14, 2022

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Presented by:
Account Manager: Lee Bedford
lbedford@ineteng.com
704-943-5608
Solution Engineer: Rick Carroll

PROJECT OVERVIEW

STATEMENT OF NEED

The City of Lincolnton is currently running a mix of Windows 2008/2012 Servers in a Windows 2003 Active Directory domain. There is a need to upgrade the Active Directory domain as well as all Windows servers to Windows version 2022. In addition, the City of Lincolnton would like to add redundancy and resiliency to the Active Directory domain.

SOLUTION OVERVIEW

The proposed solution takes into consideration City of Lincolnton's current environment and business processes, as well as the latest in technology and best practices. The solution includes upgrading active directory from Windows 2003 to Windows 2022 and adding a second domain controller for redundancy and resiliency. One stand-alone server will be upgraded to Windows 2022, and a new stand-alone server will be built and joined to the domain for purposes of a future application migration.

PROJECT SUCCESS CRITERIA

The business goals for this initiative include:

- Upgrade Windows Active Directory and all Windows servers to a more current level with redundancy and resiliency for the domain

The successful attainment of business goals will be measured by:

- The successful upgrade of Active Directory and all Windows servers to a more current level with redundancy and resiliency for the domain

The technical goals for this initiative include:

- Upgrade Windows Active Directory to version 2022
- Add a second domain controller to the Active Directory domain

The successful attainment of technical goals will be measured by:

- Windows Active Directory successfully upgraded and functioning on version 2022
- Two functioning domain controllers in the Active Directory domain

The following Statement of Work defines the engagement strategy for this project and provides a review of any technical and non-technical deliverables to be completed as part of this effort.

IE possesses the experience to successfully complete this engagement and we are confident that through the efforts of our engineering consultants, and the application of industry best practices, we can provide City of Lincolnton with a Microsoft Windows Server Upgrade/Installation that meets all defined business, technical, and end-user requirements.

TASKS AND RESPONSIBILITIES

There are several groups involved in the project. The following is a detailed list of tasks and responsibilities.

IE RESPONSIBILITIES

Project Kickoff

IE's Project Team will conduct a meeting with the customer's project team and IE's project team for the purpose of reviewing the tasks necessary to complete the project.

- Identify key contacts
- Review the Scope of Work (SoW)
- Review City of Lincolnton's IT change control procedures
- Determine the time of status meetings
- Obtain virtual and physical access
- Schedule inventory of project hardware, software, and licenses

Pre-Build Design

The Pre-Build Design is our plan for how the solution will be built. The Pre-Build Design document is simply a high-level overview of how we plan to implement the solution into your environment. It includes specifics on how:

- Devices will be configured
- Solution will be implemented
- Solution will be tested
- Solution will be handed off

The Pre-Build Design is created so that the solution is configured in the most effective way and will be implemented with the least amount of disruption. The Pre-Build Design is always based on best practices and current technology innovations. IE engineers may need to collaborate with your team for the purpose of building this document.

Upgrade Tasks

Upgrade Windows 2003 Domain to Windows 2022

- Install new Windows 2016 Domain Controller
- Transfer all roles and services to W2016 Domain Controller
- Decommission Windows 2003 Domain Controller
- Convert FRS to DFRS
- Upgrade Forest/Domain Functional Level to Windows 2016
- Install (2) new Windows 2022 Domain Controllers
- Transfer roles and services from W2016 server to W2022 servers
- Decommission W2016 Domain Controller (staging only)

Microsoft Windows Server Upgrade

- Upgrade (1) NetMotion Server from W2012 to W2022

Microsoft Windows Server Installation

- Install (1) new Windows 2022 Stand-Alone Server for RMS Application

CITY OF LINCOLNTON RESPONSIBILITIES

- Provide the necessary access to the server infrastructure for upgrade/installation
- Provide sufficient power and network connectivity

MIGRATION STRATEGY

A migration strategy will be discussed during the Pre-build Design process and once that strategy is determined, it will be documented in a Transition Plan and shared with City of Lincolnton IT staff. The migration strategy may include:

- Post-migration support on the first business day following any migration event
- A plan for up to one (1) migration events*

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PROJECT CONCLUSION

At the conclusion of the project, IE will conduct a meeting with the customer's project team and IE's project team to close the project. During this meeting, IE will:

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IE's documentation is a comprehensive collection of project specific details around:

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Customer Authority: _____

(Printed Name)

_____

(Signature)

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8. Title to Documents; Ownership of Data**.** IE is and shall remain the sole and exclusive owner of any inventions, discoveries, improvements, and other intellectual property or proprietary rights developed or acquired prior to, or independent of, the activities undertaken under the SOW ("**IE Background IP**"). If the SOW provides that IE shall deliver any work product to Customer ("**Work Product**"), then all rights, title, and interest in and to any inventions, discoveries, improvements, and other intellectual property or proprietary rights in the Worked Product (other than IE Background IP) shall vest in, and be wholly owned by, Customer. IE hereby transfers and assigns to Customer all rights, title and interest, domestic and foreign, to such inventions, discoveries, improvements, and other intellectual property or proprietary rights of such Work Product (other than IE Background IP). This section shall not assign from IE to Customer any IE Background IP.

9. Fees; Payment Terms. In consideration of the Services and Products (as applicable), Customer shall pay IE the fees and amounts set forth on the applicable SOW (collectively, the "**Fees**") in accordance with the terms of such SOW and this Section. All Fees, Expenses, and other amounts payable by Customer are exclusive of taxes, import and customs duties, and similar assessments. Customer shall pay all Fees and Expenses within thirty (30) days of the invoice date. If Customer fails to pay any amount when due, and such failure continues more than ten (10) days after IE's delivery of written notice thereof, in addition to all other remedies that may be available: (i) IE may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law; and (ii) Customer shall reimburse IE for all reasonable costs incurred by IE in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees. All amounts payable to IE under the Agreement shall be paid by Customer to IE in full without any setoff, deduction, or withholding for any reason. Customer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries and any services, repossession of unpaid delivered goods and/or termination of any one of more sales agreements.

10. Purchase Money Security Interest. Customer hereby grants IE a continuing Uniform Commercial Code security interest in all Products sold, leased, or provided by IE to Customer, wherever located and the proceeds thereof until the balance owed to IE for such Products is paid in full.

11. Term and Termination. The term of the Agreement shall commence on the effective date of the SOW and shall continue for the period set forth in the SOW. Either party may terminate the Agreement, effective on written notice to the other party, if the other party breaches the Agreement, and such breach remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. In the event of termination, Customer shall remain obligated to pay to IE all Fees and Expenses incurred prior to the effective date of termination.

12. Indemnification. Each party ("**Indemnitor**") hereby agrees to defend and indemnify the other party and its affiliates, representatives, agents, managers, members, shareholders, officers, and directors, from any and all losses, claims, demands, damages, liabilities, judgments, expenses, defense costs, causes of action and settlements, including

reasonable attorneys' fees and expenses, arising out of Indemnitor's (i) breach of the Agreement, (ii) violation of applicable law, and (iii) gross negligence or willful misconduct.

13. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE SOW OR THESE TERMS & CONDITIONS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES.

14. Confidentiality. In the course of its performance under the SOW, one party ("**Recipient**") may have access to, or otherwise become aware of, certain technical or business information of the other party ("**Discloser**") that is considered by the Discloser as proprietary information ("**Confidential Information**"), including, but not limited to, specifications, drawings, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports, historical financial statements, financial projections, budgets, historical or projected sales, capital spending budgets or plans, and the identity of key personnel. Confidential Information shall not include information that (i) is generally available to the public other than as a result of a disclosure by the Recipient, (ii) is provided to the Recipient on a non-confidential basis from a source that is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Discloser, (iii) Recipient can demonstrably show was developed by or on behalf of the Recipient independently of the Recipient's receipt or discovery of the Discloser's information; or (iv) Recipient can demonstrably show was in the Recipient's possession or known to the Recipient prior to the Recipient's receipt or discovery of the Discloser's information. Recipient shall: (*x*) use Discloser's Confidential Information solely for the purposes of fulfilling its obligations hereunder; (*y*) protect the Discloser's Confidential Information against unauthorized disclosure using the same degree of care as the Recipient uses to protect its own confidential information of a like nature, but not less than a reasonable degree of care; and (*z*) not analyze the composition of, or reverse engineer, or decompile any tangible materials, or components, or software comprising or including Discloser's Confidential Information. Recipient may disclose the Confidential Information only to the extent that the disclosure is required by law, or legal process, or governmental order, provided the Recipient gives the Disclosure notice of such requirement with a reasonable time to oppose or modify such requirement. Upon request of Discloser, Recipient will return to Disclosure the Confidential Information and any copies thereof. The obligations in this section shall survive the expiration or termination of the Agreement for two (2) years.

15. Non-Solicitation. IE and Customer agree that during the term of the Agreement and for a period of twelve (12) months following the expiration or termination of the Agreement for any reason, that neither will, directly or indirectly, solicit for employment an employee or independent contractor of the other party with whom the soliciting party came in contact as a result of the Agreement during the term of the Agreement. Each party understands and agrees that in the event of such solicitation, the other party may seek all legal remedies available. Notwithstanding the foregoing, general advertisements for employment shall not be deemed to violate this section.

16. Equitable Relief. Each party acknowledges and agrees that a breach by such party of any of its obligations under Sections 14 or 15, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17. Force Majeure. IE's performance under the Agreement may be suspended if performance is prevented or interfered with because of any unforeseeable act or condition beyond IE's reasonable control, including but not limited to, weather, acts of God, war, civil disturbances, acts of terrorism, court orders, or labor disputes.

18. Miscellaneous. Any notices including invoices to be given by either party to the other party hereunder shall be in writing and given either by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested, facsimile or express mail at the addresses designated in the SOW. . Customer shall not assign or otherwise transfer any of its rights, or delegate any of its obligations under the Agreement without IEs prior written consent. Any purported assignment, delegation or transfer in violation of this Section is void. IE may assign the

Agreement at any time without notice to Customer. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of or rescission, termination or discharge of the Agreement is effective unless it is in writing and signed by each party. The Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to the Agreement shall be instituted exclusively in the state or federal courts located in Mecklenburg County, North Carolina, and each party irrevocably submits to the sole and exclusive jurisdiction of such courts. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

Technology Improvements

Fiber Project- Potential Savings $2 Million +

Phase 1:

City Hall- 114 W Sycamore St. Lincolnton NC 28092

Police Department- 627 E Main St. Lincolnton NC 28092

Welcome Center- 119 E Water St. Lincolnton NC 28092

Public Works- 128 Motz Ave Lincolnton NC 28092

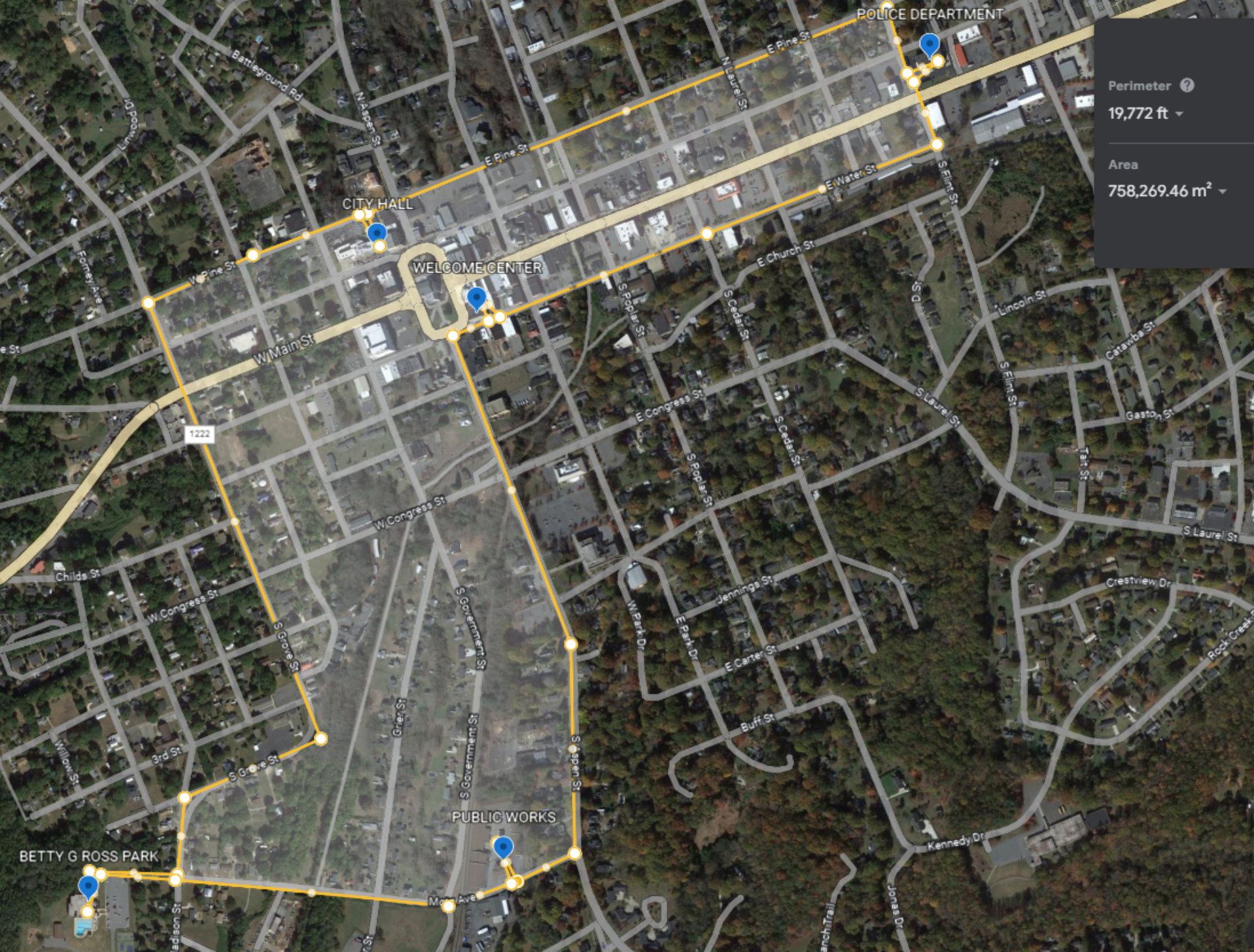
Parks and Rec- 800 Madison St Lincolnton NC 28092

Phase 2:

Waste Water-550 W Hwy NC 150 Bypass

Water- 1338 Reepsville Rd. Lincolnton NC 28092

Fire Station 2- 410 McAlister Rd Lincolnton NC 28092- We did not visit this site. Newly acquired but on the other side of town.


POLICE DEPARTMENT
Perimeter
19,772 ft
Area
758,269.46 m²
CITY HALL
WELCOME CENTER
PUBLIC WORKS
BETTY G ROSS PARK
E Pine St
W Pine St
W Main St
E Water St
E Church St
E Congress St
W Congress St
S Laurel St
N Laurel St
S Flint St
S Poplar St
S Cedar St
S Government St
S Aspen St
S Grove St
Grier St
Jennings St
E Carter St
Buff St
Kennedy Dr
Crestview Dr
Lincoln St
Catawba St
Gaston St
Tait St
Childs St
3rd St
Willow St
Battleground Rd
N Aspen St
Linwood Dr
Forest Ave
W Park Dr
E Park Dr
Mary Ave
1222

Fiber Project Plan

Phase 1	Current 100MB Connection ATT		
Location	Monthly Spend	Yearly Spend	5 YR Spend
City Hall- 114 W Sycamore St. Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
Police Department- 627 E Main St. Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
Welcome Center- 119 E Water St. Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
Public Works- 128 Motz Ave Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
Parks and Rec- 800 Madison St Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
	$ 3,544.00	$ 42,528.00	$ 212,640.00

Phase 1	Current 10GBConnection ATT		
Location	Monthly Spend	Yearly Spend	5 YR Spend
City Hall- 114 W Sycamore St. Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
Police Department- 627 E Main St. Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
Welcome Center- 119 E Water St. Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
Public Works- 128 Motz Ave Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
Parks and Rec- 800 Madison St Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
	$ 21,916.00	$ 262,992.00	$ 1,314,960.00

Phase 2	Current 100 MB Connection ATT		
Location	Monthly Spend	Yearly Spend	5 YR Spend
Waste Water-550 W Hwy NC 150 Bypass	$ 886.00	$ 10,632.00	$ 53,160.00
Water- 1338 Reepsville Rd. Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
Fire Station 2- 410 McAlister Rd Lincolnton NC 28092	$ 886.00	$ 10,632.00	$ 53,160.00
	$ 2,658.00	$ 31,896.00	$ 159,480.00

Phase 2	Current 10GB Connection ATT		
Location	Monthly Spend	Yearly Spend	5 YR Spend
Waste Water-550 W Hwy NC 150 Bypass	$ 5,479.00	$ 65,748.00	$ 328,740.00
Water- 1338 Reepsville Rd. Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
Fire Station 2- 410 McAlister Rd Lincolnton NC 28092	$ 5,479.00	$ 65,748.00	$ 328,740.00
	$ 16,437.00	$ 197,244.00	$ 986,220.00

Totals	$ 6,202.00	$ 74,424.00	$ 372,120.00

Totals	$ 38,353.00	$ 460,236.00	$ 2,301,180.00

ITEM

5

REGULAR AGENDA - Continued

ITEM

5a

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

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

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

BA-06-22

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, 2023.

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

General Expense	$	20,731
Police		200
Recreation		95,000
	$	115,931

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

Grants - Other	$	95,000
Police Dept Inspection Fees		200
Sale of Capital Assets-GF		15,175
Insurance Settlement		1,756
Federal Equitable Deposits		3,801
	$	115,931

General Fund: (1) Reclass grant funding for the Rail Trail Plaza Project from an unearned income line back to Grant Revenue for FY2223. (2) Reclass Federal Equitable Revenue from an unearned income line back to Federal Equitable Revenue for FY2223. (3) GovDeal revenues received from vehicle sales. (4) Police Department inspection fees. (5) Insurance settlement from incident at Flint/Main Street dated 5/21/2022.

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

Water and Sewer Intangibles	$	1,172
	$	1,172

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

Other Operating Revenues	$	1,172
	$	1,172

Water and Sewer Fund: (1) Insurance settlement from incident at Flint/Main Street dated 5/21/2022.

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

American Rescue Plan Act (Fund 55)	$	1,000,000
SCIF Grants (Fund 50)	$	356,015
	$	1,356,015

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

American Rescue Plan Act (Fund 55)	$	1,000,000
SCIF Grants (Fund 50)	$	356,015
	$	1,356,015

Special Revenue Fund: Reclass ARPA & SCIF grant funding from a FY2122 unearned revenue line to Special Revenue Funds for FY2223.

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

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

TOTAL AMENDMENT	$	1,473,118

Adopted this 4th day of August, 2022

Attest:

Daphne Ingram	Edward L Hatley
City Clerk	Mayor

ITEM
5b

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

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CITY CLERK
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CITY ATTORNEY
Thomas J. Wilson, Jr.

To: Daphne Ingram, City Clerk
From: Ritchie Haynes, City Manager RCH
Subject: New Stop Signs
Date: 7/28/2022

Please include this item on the August 4th City Council Agenda. Our Traffic Safety Committee would like to recommend we install stop signs at the following locations:

- Barkley Avenue & N. Generals Blvd. - South Entrance
- Barkley Avenue & N. Generals Blvd. - North Entrance
- W. Sycamore & N. Government (would replace the existing stoplight)

These additions would need to be included in the Code of Ordinances. Also, Chief Jordan will present the information to City Council. Please let me know if you have any questions.

RCH

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

Barkley Avenue & N. Generals Blvd. (South Entrance)

Barkley Avenue & N. Generals Blvd. (North Entrance)

CITY COUNCIL

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

(O-07-2022)

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLNTON TO AMEND THE CODE OR ORDINANCES AS FOLLOWS:

Title VII: Traffic Code

Chapter 74: Traffic Schedules

Schedules I - Stop Intersections

Stop signs erected on the following city street:

Barkley Avenue and North Generals Blvd. – South Entrance
Barkley Avenue and North Generals Blvd. – North Entrance

This ordinance shall become effective upon adoption. This 4th day of August 2022

Daphne Ingram City Clerk	Ed Hatley Mayor

W. Sycamore & N. Government

CITY COUNCIL

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Ritchie Haynes
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(O-08-2022)

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLNTON TO AMEND THE CODE OR ORDINANCES AS FOLLOWS:

Title VII: Traffic Code

Chapter 74: Traffic Schedules

Schedules II - Traffic-Control Signal Light Locations

REMOVE - Traffic-Control Signal light from the following intersection:

North Government Street and West Sycamore Street

ADD - Stop signs at the following intersection:

West Sycamore Street and North Government St.
(would replace existing stoplight)

This ordinance shall become effective upon adoption this 4th day of August 2022.

Daphne Ingram City Clerk	Ed Hatley Mayor

ITEM
5c

CITY COUNCIL

Ed L. Hatley, Mayor
Martin A. Eaddy, Mayor Pro-Tem
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(R-12-22)
RESOLUTION ACCEPTING DONATION

WHEREAS, the City of Lincolnton may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired pursuant to G.S. 160A-11; and

WHEREAS, the following person has offered to contribute the donation set forth below to the township:

WHEREAS, such donations contribute to the township for the benefit of its citizens, as allowed by law; and

WHEREAS, the staff finds it is appropriate to accept the donated offered.

NOW, THEREFORE BY IT RESOLVED BY THE CITY OF LINCOLNTON
that the donation described above is accepted and shall be used as allowed by law.

Adopted this _____ day of _____, 2022

ATTEST

_____
Ed Hatley, Mayor

_____
Daphne Ingram, City Clerk

DRAFT

§ 160A-270. Public auction.

(a) Real Property. – When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) Personal Property. – When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

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Resolution Authorizing Auction Sale

WHEREAS, the City of Lincolnton owns land indicated on Attachment A and Attachment B that are surplus to its needs; and

WHEREAS, North Carolina General Statute § 160A-270 permits the city to sell real property at public auction upon approval of the City Council and after publication of a notice announcing the auction;

THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLNTON RESOLVES THAT:

1. The City Council authorizes the sale at public auction of land indicated on Attachment A and Attachment B.

2. The auction will be conducted at _____, , , 2022, in the Council Chamber, City Hall, 114 W. Sycamore Street, Lincolnton, N.C.

3. The terms of the sale are that the buyer must present at the auction a bid deposit of five percent (5%) of the amount of the bid, either in cash or with a certified check. This deposit will be held by the city until either the City Council rejects the high bid for the property or, if the City Council accepts the high bid, the closing of the sale. The deposit will be forfeited to the city if the high bidder refuses to close the sale after the bid has been approved by the City Council.

4. After the auction, the high bid for each parcel shall be reported to the City Council. The council will accept or reject the bid within 30 days after the bid is reported to it. No sale may be completed until the council has approved the high bid.

5. The city reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property.

Adopted August 4, 2022.

_____
Ed Hatley, Mayor

ATTEST:

_____
Daphne Ingram, City Clerk

ITEM

6

OTHER BUSINESS

ITEM

6a