

A G E N D A

LINCOLNTON CITY COUNCIL



June 1, 2023

7:00 p.m.

Council Chambers

City hall



**LINCOLNTON
AGENDA
June 1, 2023
7:00 PM**

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

1. AGENDA APPROVALS

1a Approval of REGULAR AGENDA

1b Approval of CONSENT AGENDA

- **May 4, 2023 Regular Meeting minutes**
- **Contract for Provision of Services between the Lincolnton Housing Authority and the Lincolnton Police Department**

2. PUBLIC COMMENT

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

3. PUBLIC HEARINGS

3a CZ-2-2023 Application from Adam Jacob Whitener requesting a Conditional District Rezoning from Planned Business (PB) District to General Business Conditional District (GB-CD)

Jean Derby, Planning Director

3b CZ-3-2023 Application from Carolina Elite Builders, LLC requesting a Conditional District Rezoning from General Manufacturing and Commercial (GMC) to Residential-25 Conditional District (R-25 CD)

Jean Derby, Planning Director

3c O-08-23 2023-2024 Proposed Budget Public Hearing - To receive public comment on the proposed 2023-2024 fiscal year budget

NOTE: Action on this item, after closing the Public Hearing, includes adopting the Budget Ordinance and the 2023-2024 Schedule of Fees

Ritchie Haynes, City Manager

4. REGULAR AGENDA

4a C-07-23 Consideration/Approval of First Federal Plaza Project Bids

Nathan Eurey, Public Services Director

4b C-08-23 Pyro Shows East Coast, INC. Contract Agreement

Ritchie Haynes, City Manager

4c R-07-23 Resolution to Establish Schedule of Discounts

Ritchie Haynes, City Manager

5. REGULAR AGENDA

5a R-08-23 Resolution to Authorize City Manager to Approve Refund/Release for Less than \$100.00

Ritchie Haynes, City Manager

5b C-09-23 Approval of Joint Tax Collection Agreement with the Lincoln County Tax Department

Ritchie Haynes, City Manager

5c Order of Collection for 2023-2024 Taxes

Ritchie Haynes, City Manager

6. REGULAR AGENDA

6a Adoption of the City of Lincolnton 2023-2024 Salary Schedule/Schedule of Budgeted Positions

Tanya Osborne, Human Resources Director

7. OTHER BUSINESS

7a Manager's Report / Activity Update

Ritchie Haynes, City Manager

CLOSED SESSION

**To Discuss Property Acquisition in Accordance
With NCGS 143-318.11(a)(5)**

NEWS MEDIA

ADJOURNMENT

REGULAR MEETING - May 4, 2023

The Mayor and City Council met in regular session on Thursday, May 4, 2023 at 7:00 PM. in the Council Chambers of City Hall located at 114 West Sycamore Street, Lincolnton, North Carolina.

Mayor Ed Hatley called the meeting to order, asking everyone to stand for a moment of silence and the Pledge of Allegiance. The following members were in attendance:

DEMENY

POINSETTE

TIPTON

JETTON

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

Councilmember Jill Tipton made a motion to approve the Consent Agenda as follows:

- Minutes of the April 6, 2023 Regular Meeting
- C-03-23 - Lincolnton Food, Wine & Brew Fest Contract - September 23, 2023
- C-04-23 - Alive After Five Concert Series Contract -May 25th, June 22nd, July 27th, August 24th & September 14th.
- Approval of Water Shortage Response Plan
- National Skilled Nursing Care Week Proclamation - May 14th - 20th, 2023
- National Public Works Week Proclamation - May 21st - 27th, 2023
-

Members voted 4-0 in favor of the motion

PUBLIC COMMENT

Mr. Trent Mason signed to speak under the Public Comment section of the agenda. Mr. Mason addressed members regarding the City's Parks and Recreation Department. He thanked both City Council and the City Manager for providing the necessary funds to fund the department. He also thanked staff for the various programs and projects offered throughout the year.

PUBLIC HEARINGS

ZMA-3-2023

Application requesting the rezoning of 1.6 acres of land from Residential-8 (R- 8) to General Manufacturing Commercial (GMC) District. The subject property is located on the north side of Industrial Park Road approximately 250 feet west of the intersection of Industrial Park Road and North Aspen Street (Portion of Parcel ID 21502)

Planning Director Jean Derby presented and reviewed the zoning request. Ms. Derby provided some background information regarding the application and explained the reason for the request. An aerial view and a street view of the proposed site was displayed, as well as views of surrounding properties. Ms. Derby informed that both Staff and Planning Board members recommend approval of the request to rezone the property from R-8 to GMC and approval of the statement of consistency for approval of the rezoning request. If rejoining is approved, the land use plan will be amended to show the property in the Industrial Planning Area.

Although the applicant, Mr. Jeff Fletcher, was in attendance, Mr. David Ledford addressed council regarding the request to rezone the property on his behalf. Mr. Ledford provided additional information, explaining what the applicant plans to do if the request is approved.

Councilmember Christine Poinsette made a motion to close the Public Hearing. Members voted 4-0 in favor of the motion

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

REGULAR AGENDA

O-06-23

**Request from Traffic Safety Committee to consider /
approve Ordinance change - Addition of stop sign
at the Sycamore and N. Oak intersection**

City Manager Ritchie Haynes spoke to Council on behalf of the Traffic Safety Committee, requesting to amend the City of Lincolnton Code of Ordinances as follows:

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

TITLE VII – Traffic Code – Chapter 74 Schedule 1: STOP INTERSECTIONS

***ADD:* E. Sycamore St. and N. Oak St.**

This ordinance shall become effective upon adoption.

Councilmember Jill Tipton made a motion to approve the request as submitted. Members voted 4-0 in favor of the motion

Executive Summary/Overtime Report

City Manager Ritchie Haynes presented the Executive Summary/Overtime Report on behalf of Finance Director Pamela McBryde. The report was a showed March 2023 YTD – vs – March 2022 YTD, comparing both revenue and expenses of Fund 10: General Fund, Fund 20: Boger City Fir District, Fund 61: Water & Sewer fund, and Fund 63: Electric Fund. It was noted in the reported that capital expense charges in the Water and Sewer Fund and Electric Fund are related to the Public Service Center purchase, several lift station repairs, and Water & Sewer infrastructure/lines.

Regarding overtime, the report stated that overtime continues to be an area of concern, however most of the costs is from departmental training and vacancies that have been hard to fill. An increase in Special Events cost is also a factor. *The Executive Summary is attached to and made a part of these minutes.*

C-04-23 Recommendations for Chemical Company Contracts

City Manager presented the following recommendations for Chemical Company Contracts:

Water Treatment Chemicals

Liquid Alum 8.23% - Univar USA, Inc. @ \$1.2490 per liquid gallon

Caustic Soda 50% - Brenntag Southeast, Inc. @ \$3.18 per liquid gallon

Chlorine – Brenntag Southeast, Inc. @ \$2,371.00 per cylinder

Orthophosphate 33% - Brenntag Southeast, Inc. @ \$6.4670 per liquid gallon

Liquid Sodium Bisulfite (55 gal. drums) – Univar USA, Inc. @ \$254.00 per drum

Activated Carbon – Univar USA, Inc. @ \$52.40 per 50 lb. bag

Wastewater Treatment Chemicals

Liquid Sodium Hypochlorite 10% - Univar USA, Inc. @ \$1.84 per liquid gallon

Liquid Sodium Bisulfite 38% - JCI Jones Chemical @ \$2.19 per liquid gallon

Staff recommended that City Council approve the companies to do business with the Water and Waste Water Treatment Plants for the fiscal year July 1, 2023 - June 30, 2024.

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

OTHER BUSINESS

O-07-23

Consideration of amendment to the City of Lincolnton Code of Ordinances - Title IX - General Regulations - Chapter 93 - 93.045 Offensive Matter on Premises Generally

City Manager Ritchie Haynes presented a request to amend the City of Lincolnton Code of Ordinances as follows:

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

**TITLE IX – General Regulations – Chapter 93
§ 93.045 OFFENSIVE MATTER ON PREMISES GENERALLY**

Add text in red:

No owner or occupant of any premises shall suffer to remain on premises owned or occupied by the person any decayed animal, vegetable matter, **human waste** or any other thing which may be offensive or injurious to the health of persons in the vicinity; nor shall any person place or throw offensive matter upon any street or alley or upon the premises of another person.

This ordinance shall become effective upon adoption.

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

Official presentation of the 2023-2024 Budget - Proposed Fee Schedule - Budget Message *(NOTE: The Public Hearing will be held at the June 1, 2023 meeting where Council will consider adoption of the proposed budget, which will include the fee schedule)*

City Manager officially presented the Budget Message, the proposed 2023-2024 Operating Budget and 2023-2024 Fee Schedule. Mr. Haynes spoke to and reviewed the 2023/2024 CMO Recommendation/ Highlights as follows:

2023-24 CMO Recommendations/Highlights

General Fund S

- New Tax Rate - \$.50
- Total General Fund Budget - \$14,457,785
- Property Tax Revenue - \$7,050,000
- Sales Tax Revenue - \$4,700,000

- Pay Study Group C - \$197,327 (***Includes same from W&S and Electric***)
- Replace 13 vehicles- Enterprise
- Allot \$55,000 to Police Department for Capital
- Allot \$45,000 to Fire Department for Capital
- Allot \$250,000 to City Hall for a New Roof
- Allot \$100,000 toward the New PSC
- Allot \$105,000 to Planning Department for Capital
- Allot \$15,000 to Street Department for Capital
- Allot \$10,000 to I.T. Department for Capital
- Allot \$142,000 to Parks & Recreation for Capital
- Increased infrastructure funding by over \$400,000
- Fund Balance Available \$5.4M (***per FY2022 financial statements***)

Water and Sewer Fund S

- No rate increase
- Allot \$290,000 to Water Treatment Plant as follows:
- Allot \$302,500 to Waste Water Treatment Plant as follows:
- Allot \$351,000 to Distribution and Collection as follows:
- Fund Balance Available \$5.5M (***per FY2022 financial statements***)

Electric Fund S

- No rate increase
 - Allot \$460,000 to Electric Department for Capital as follows:
 - System Maintenance - \$300,000
 - Fund Balance Available \$6.3M (***per FY2022 financial statements***)
- CMO Recommendations 2022-23

Powell Bill Fund \$

- Paving of City Streets- \$166,300
- Maintenance of City Streets- \$120,000
- Debt Payment - \$39,700
- Fund Balance Available \$314,000 (***per FY2022 financial statements***)

Boger City Fire District Fund \$

- Total Budget - \$1,483,000
- Capital- \$45,000

Mr. Haynes offered to answer any question from Council regarding what as presented.

Councilmember Christine Poinsette made a motion to set a Public Hearing to be held on June 1, 2023, to take place prior to the adoption of the budget and fee schedule. Members voted 4-0 in favor of the motion.

NEWS MEDIA

Floor was open for question for new media present.

ADJOURNMENT

With no further business, Councilmember Roby Jetton made a motion to adjourn. Members voted 4-0 in favor of the motion.

Daphne Ingram, City Clerk

Ed Hatley, Mayor

Executive Summary (March 2023 YTD -vs- March 2022 YTD):

Fund 10: General Fund –

Revenue:

- 13.77% increase from prior year
- Significant increases in part to
 - * GovDeals-capital assets
 - * Interest Income
 - * Local sales/use tax
 - * Recreational registrations

Expense:

- 13.16% decrease from prior year / but the majority of this is from the ARPA reimbursement of \$2,387,143.
- Areas with either increases or decreases.
 - * Capital Expense if up ~278.19% (funding with ARPA)
 - * Supplies up ~52.46%
 - * Gas is up ~38.50%
 - * Dues/Subscriptions/User Fees up ~20.38%
 - * Enterprise Vehicles Leases up ~ 20.63%
 - * Salaries & Benefits are up ~ 4.35%
 - * Telephone is down ~ 3.91% (due to efforts by Chris to consolidate services)

Fund 20: Boger City Fire District –

Revenue:

- 3.95% increase from prior year
- Significant increases in part to
 - * BC Fire tax
 - * Citizen donation
 - * GovDeals-capital assets

Expense:

- 50.62% decrease from prior year / but that is from the ARPA reimbursement of \$397,563.
- Areas with either increases or decreases.
 - * Uniforms/PPE up ~91.45%
 - * Equipment repair and parts up ~35.16%

- * Salaries & Benefits are up ~2.07%
- * Bldg/Ground maintenance is down ~58.68%
- * Capital Expense is down 100%

Fund 61: Water & Sewer Fund –

Revenue:

- 3.52% increase from prior year
- Significant increases in part to
 - * Water/Sewer utility customers
 - * Interest Income
 - * GovDeals-capital assets
 - * Late fee charges
 - * Insurance settlements

Expense:

- 29.28% increase from prior year
- Areas with either increases or decreases.
 - * Chemical expense is up ~170.01%
 - * Capital Expense is up ~164.61% (funding with fund balance)
 - * Credit Card expense is up ~44.87%
 - * Gas is up ~34.50%
 - * Salaries & Benefits are up ~ 12.64%
 - * Equipment repairs are down ~56.17% (must of this is due to increase in capital costs)
 - * Telephone is down ~18.96%
 - * Water service contracts are down ~1.14%

Fund 63: Electric Fund –

Revenue:

- 14.38% increase from prior year
- Significant increases in part to
 - * Municipal Electric
 - * Electric customers
 - * Interest Income
 - * Insurance settlements

Expense:

- 7.94% increase from prior year
- Areas with either increases or decreases.

- * Capital Expense is up ~2407.35% (funding with fund balance)
- * Supplies up ~84.65%
- * Gas & Oil up ~51.38%
- * Credit Card expense is up ~46.72%
- * Uniforms/PPE up ~32.44%
- * Salaries & Benefits are up ~13.22%
- * Equipment repairs down ~80.71%
- * Bad Debt expense down ~60.95%
- * Electricity/Electricity Rep charges down ~9.38%

*** Capital Expense charges in the Water & Sewer Fund and Electric Fund are related to the Public Service Center purchase, several lift station repairs, and Water & Sewer infrastructure/lines.

Overtime Report

Overtime continues to be an area of concern, but most of the costs is from departmental training and vacancies that have been hard to fill.

Special Events costs have also increased since Covid is not a major factor with our extra City-wide activities any longer. We also started capturing the special events costs from other departments besides the Police Department this FY.

**CONTRACT FOR PROVISION OF SERVICES
BY THE
CITY OF LINCOLNTON POLICE DEPARTMENT**

This contract for the provision of services is entered into by and between the City of Lincolnton Police Department (hereinafter referred to as LPD) and the Lincolnton Housing Authority (hereinafter referred to as LHA); and in consideration for their mutual agreements contained herein, the parties agree as follow:

1. LPD shall furnish police officers, vehicles, and related equipment and supplies to patrol the property of the LHA and surrounding neighborhoods, on a schedule to be developed by the Chief of Police in agreement with the Executive Director of the LHA. This patrol will be in addition to, and supplement of, regular duty patrol and service provided by the LPD as outlined in the Cooperative Agreement between the Lincolnton Housing Authority and the City of Lincolnton. Written records, time sheets, and other documentation will be available to the Housing Authority to verify expenditures. The patrol will be in the form of the officers providing traditional Community Policing by foot patrols, resident meetings, traffic checks, bicycle patrols that goes beyond mere patrol car ride through.
2. The term of this contract will be for 6-14-23 through 6-15-24 or until total expenditure in the amount of \$8,000 has exhausted, whichever comes first.
3. The contract is in the amount of \$8,000, to be expended at the discretion of the Chief of Police based on the assigned officer's individual rate at time and one-half pay scale with a maximum limit for this special assignment duty. The maximum earnings shall be \$40 per hour for any officer.
4. The LHA agrees to reimburse the City of Lincolnton actual cost of wages at the time and one-half pay rate applicable to the individual officer assigned, incurred in the provision of these services. This will include wage related costs of employer retirement and social security contributions.
5. It is understood that, from time to time, the Chief of Police may assign Auxiliary Police Officers to this duty. These officers will be paid by the City at a rate reasonable and customary to be determined by the Chief of Police. The City will be reimbursed for this cost by the LHA.
6. LHA agrees to and understands that there are relevant federal and state laws, regulations, and policies of LPD, which apply to the work to be performed under this contract; LHA agrees to abide by all of the said laws, regulations and policies as applicable.
7. Each party agrees to indemnify the other and to hold the other party harmless from all liability (including liability for reasonable attorney's fees and other costs of defense of any action or claim) for any claim, suit or demand, which may arise from its own negligence and/or intentional wrongful acts and/or omissions. In addition, each party agrees to maintain liability insurance to provide coverage against such liability.

8. Termination:

A. This contract may be terminated in whole or part

- 1. Upon mutual consent of either party or 30 days after one of the contracting parties gives notice of termination.**
- 2. Upon expiration of funds to provide for said services on the part of LHA and/or lack of funding to provide the infrastructure to support the services on the part of LPD.**

9. This contract contains the entire agreement of the parties.

In witness whereof, the parties have caused this contract to be signed by their respective authorized officials (s) on the date set forth below.

**Ritchie Haynes
City Manager
City of Lincolnton**

**Barbara Bynum
Executive Director
LHA**

**Brian Greene
Interim Chief of Police**

Date_____

MEMO TO: Mayor and City Council

FROM: City of Lincoln Planning Department

SUBJECT: CZ-2-2023-Application from Adam Jacob Whitener requesting a Conditional District Rezoning of 2.39 acres of land from Planned Business (PB) District to General Business Conditional District (GB-CD)

DATE: June1, 2023

SITE AND AREA DESCRIPTION

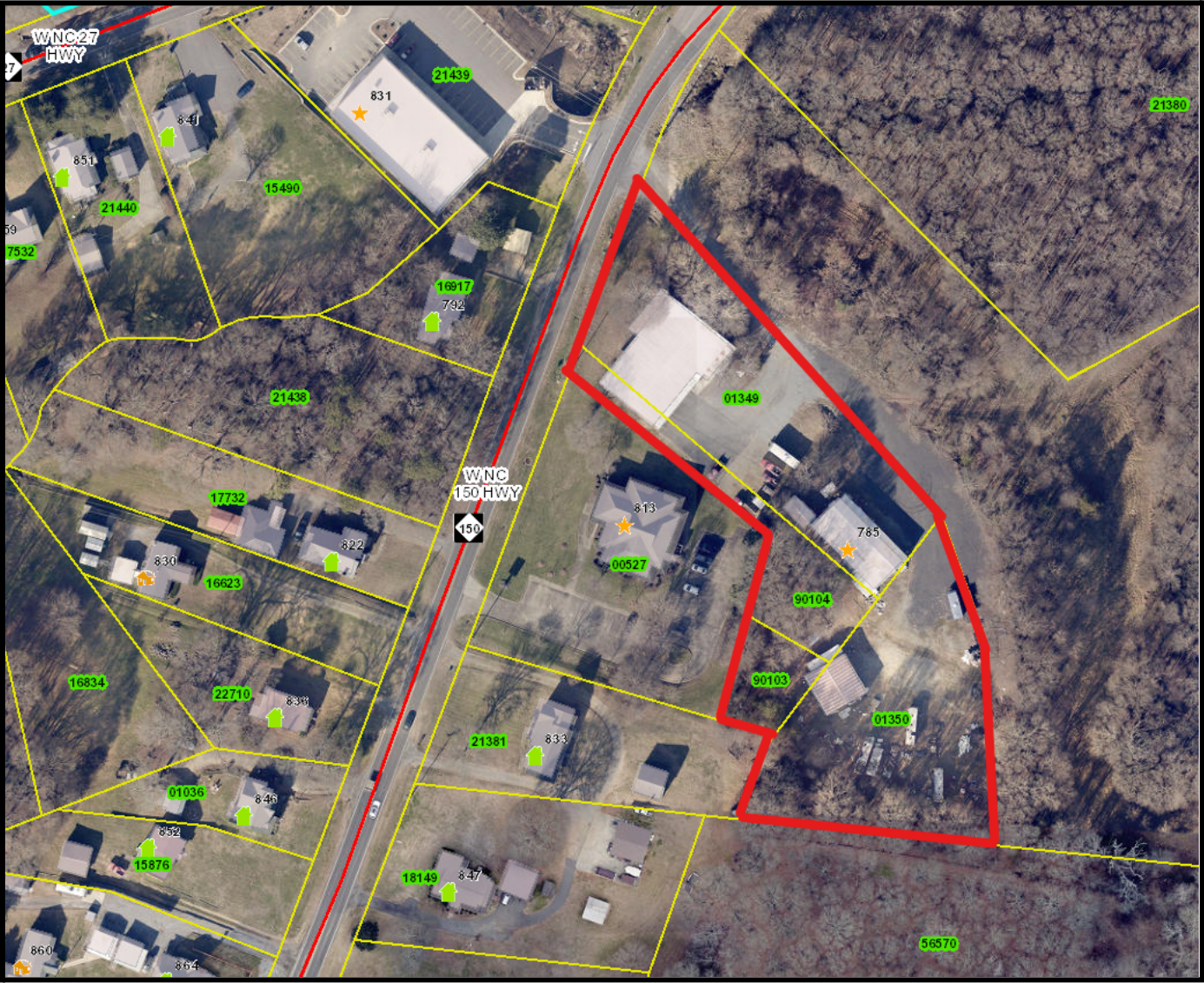
The applicant is requesting a Conditional District Rezoning of 2.39 acres of land from Planned Business (PB) District to General Business Conditional District (GB-CD) for the purpose of operating an Auto Sales Lot. The subject property is located at 785 West NC 150 Hwy. (Parcel ID 01349, 01350, 90103, and 90104)

The subject property has 4 existing buildings and was used previously as a camper repair business. Land uses in the area include a mixture of residential and commercial uses. The property is surrounded by Planned Business, General Business and Residential-25 zoning.

CURRENT ZONING MAP



AERIAL VIEW



STREET VIEWS



SURROUNDING PROPERTIES (DIRECTLY ACROSS 150):

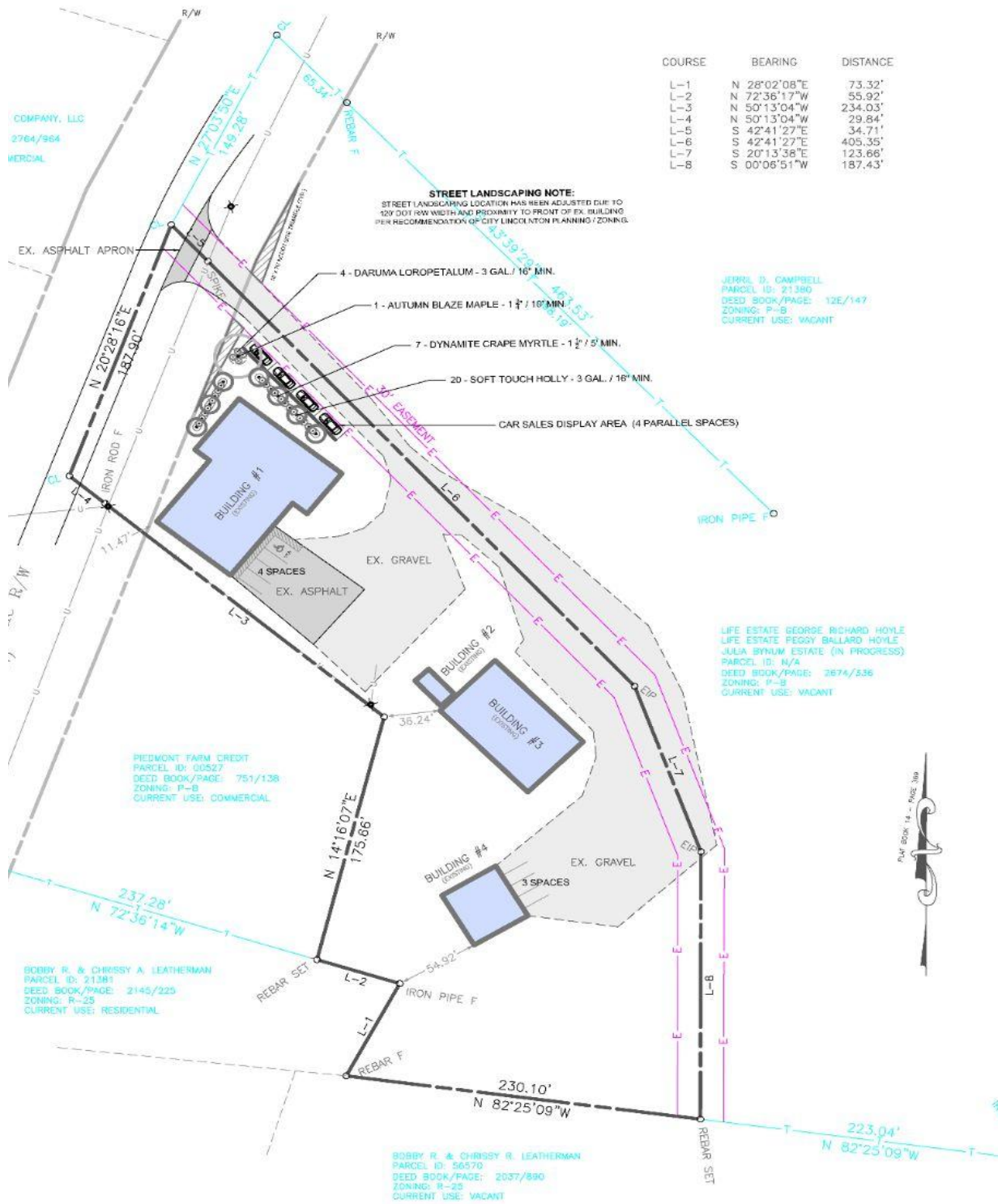


SURROUNDING PROPERTIES (ADJACENT TO SITE ON 150):

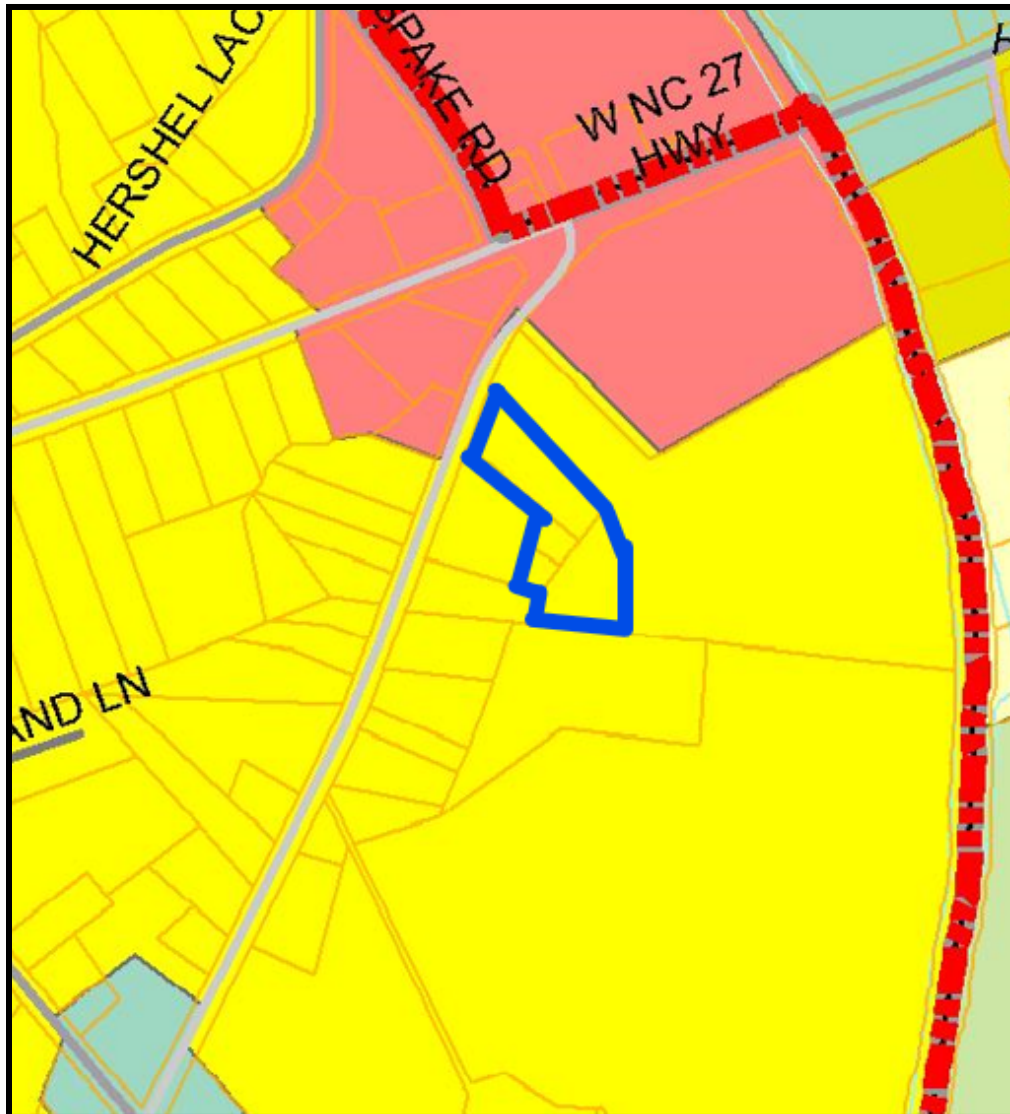


PROJECT DETAILS

- Will be using the 4 existing buildings
- No new buildings will be constructed
- Adding 7 parking spaces for employees and customers
- 4 spaces for vehicle display



LAND USE PLAN COMPLIANCE



Land Use Code and Description

CB, Central Business	MURC, Mixed Use Residential/ Commercial	ROS, Recreation/ Open Space
CBT, Central Business Transitional	NB, Neighborhood Business	RR, Rural Residential
GB, General Business	NBC, Neighborhood Business Corridor	RS, Residential Suburban
IND, Industrial	PB, Planned Business	TSF, Traditional Single-Family
IO, Institutional Office	RHD, Residential High Density	

The land use plan shows the property in the **Residential Suburban Planning Area**.

Residential Suburban - These planning areas are primarily single-family in character and where the primary development pattern should continue to be single-family dwellings. Such areas currently have public water and sewer, or are likely to have such facilities within the next twenty years. Most new single-family residential development within Lincolnton is likely to occur in such areas.

The proposed rezoning request would be inconsistent with the Land Use Plan. Amending the Land Use Plan to Planned Business could be considered. The Plan notes that a large majority of commercial uses outside Downtown are likely to occur in planned business areas. These areas are designed to be the City's destination shopping areas and encompass most larger shopping centers and commercial areas along the City's major corridors.

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. NC DOT will not require a driveway permit. Keep the corner clear for sight distance with a 10x70 sight triangle.
2. Driveway apron needs to be 15' of pavement from the road a minimum of 24' wide.

PLANNING BOARD VOTE

7-0 motion to approve

STAFF RECOMMENDATION

Staff recommends the following actions:

- approval of the request for rezoning from PB to 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 once the Zoning Administrator receives written agreement from the applicant and property owner with the conditions of approval
- Amend the Land Use Map to show the property in the Planned Business Planning Area and include the neighboring bank property (PID 00527) to be amended as well.

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

Case No. CZ-2-2023

Applicant: Adam Jacob Whitener

Parcel ID#: Parcel ID 01349, 01350, 90103, and 90104

Location: 785 W. NC 150

Request: Rezone from PB to GB-CD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Residential Suburban Planning Area. The proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan but amending the property to Planned Business Planning Area is reasonable in the following way:

A large portion of the area surrounding the property is primarily zoned for residential development and the owner is requesting to use it for residential purposes.

The following strategies from the land use plan support the amendment:

STRATEGY C-B4: Encourage "neighborhood-friendly" types of new commercial development in residential neighborhoods. Any such development should be small in scale, not generate a lot of customer or vehicular traffic, not be open for extended hours, and be aesthetically congruent with its surroundings. Such uses shall be subject to a conditional Rezoning.

STRATEGY C-E3: Continue to encourage the reuse of existing commercial zoned properties rather than the development of greenfields.

Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

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

Case No. CZ-2-2023

Applicant: Adam Jacob Whitener

Parcel ID#: Parcel ID 01349, 01350, 90103, and 90104

Location: 785 W. NC 150

Request: Rezone from PB to GB-CD

Proposed Consistency and Reasonableness Statement:

The Lincolnton Land Use Plan designates this property as part of the Residential Suburban Planning Area. The proposed rezoning request **is not consistent** with the Lincolnton Land Use Plan and **denial of the proposed amendment is reasonable and in the public interest.**

MEMO TO: Mayor and City Council

FROM: City of Lincoln Planning Department

SUBJECT: CZ-3-2023-Application from Carolina Elite Builders, LLC requesting a Conditional District Rezoning from General Manufacturing and Commercial (GMC) District to Residential-25 Conditional District

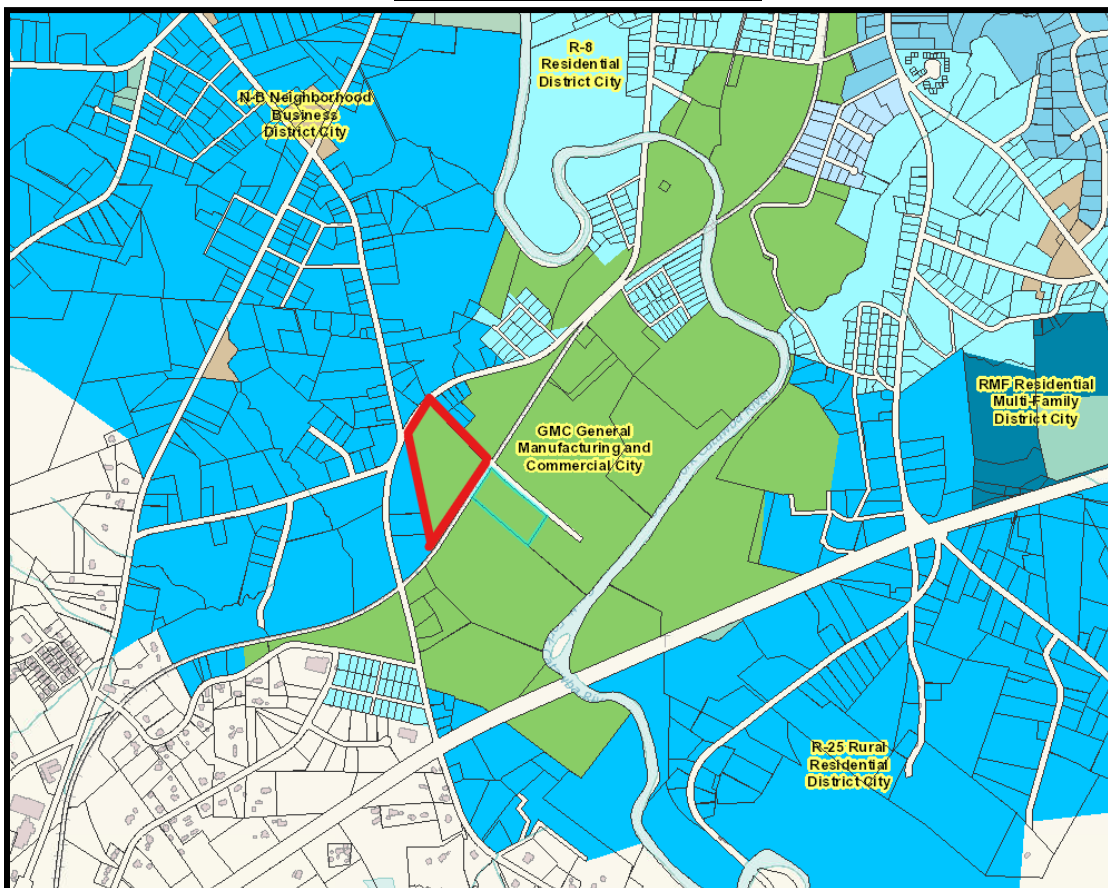
DATE: June 1, 2023

SITE AND AREA DESCRIPTION

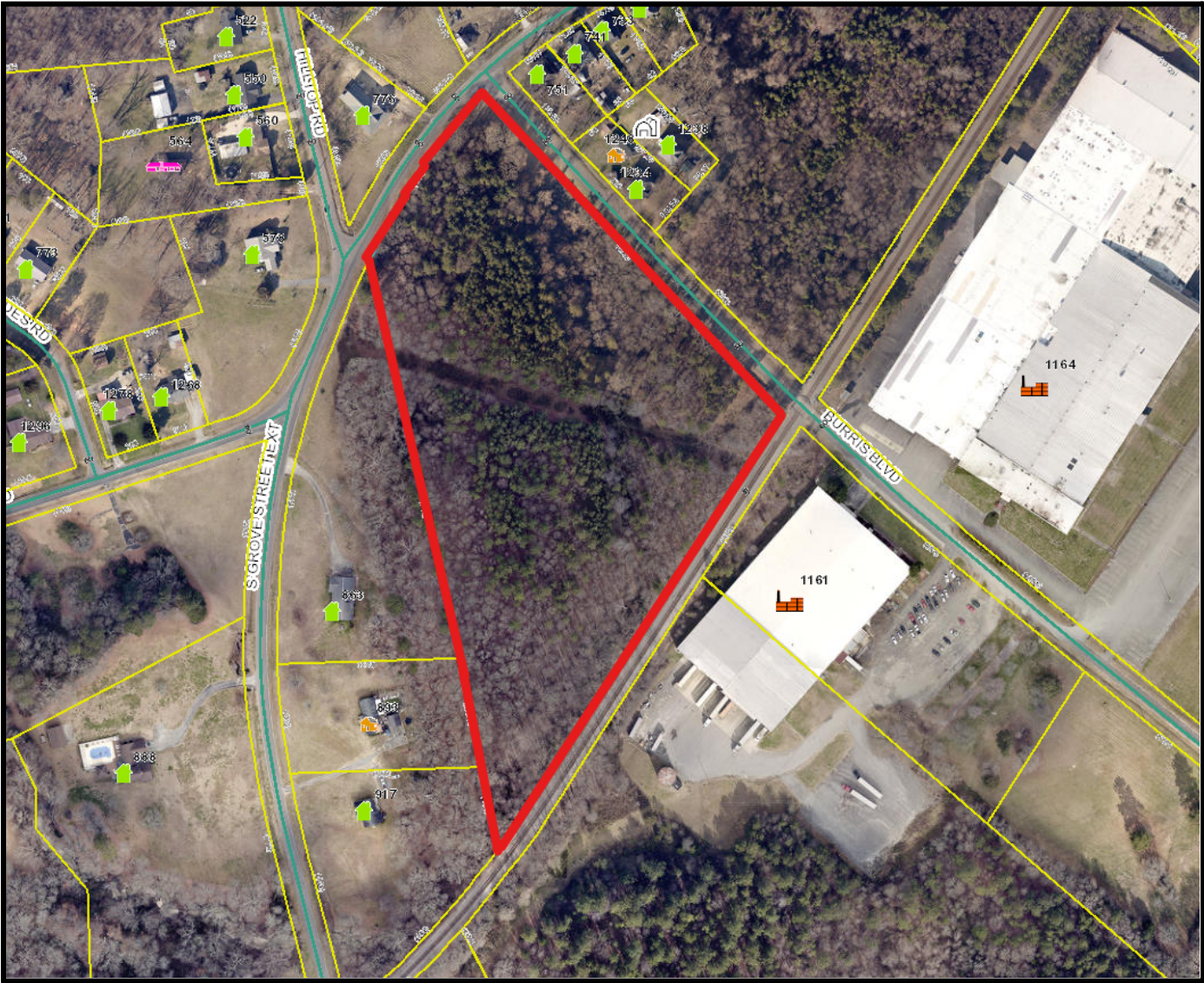
The applicant is requesting the rezoning of 11.844 acres of land from General Manufacturing Commercial (GMC) District to Residential-25 (R25-CD) Conditional District for the purpose of building 8 single family dwellings. The subject property is located at Burris Boulevard at the intersection of S. Grove Street (Parcel ID 52489).

The subject property is vacant land. Land uses in the area include a mixture of residential and commercial uses. The property is surrounded by GMC and Residential-25 zoning.

CURRENT ZONING MAP



AERIAL VIEW



STREET VIEW



SURROUNDING PROPERTIES TO THE SOUTH:



SURROUNDING PROPERTIES TO THE NORTH (DIRECTLY ACROSS S. GROVE):



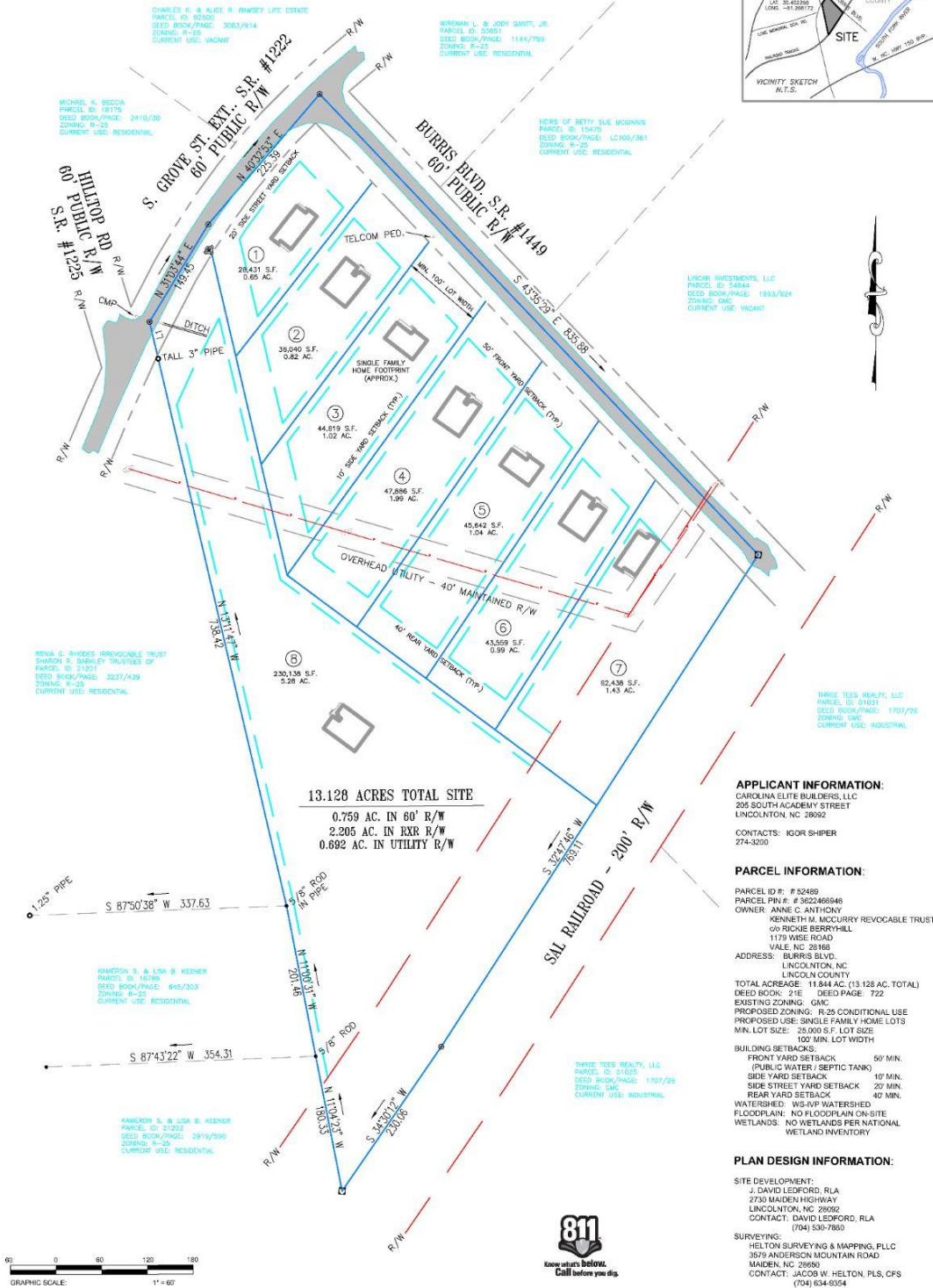
SURROUNDING PROPERTIES TO THE WEST (ADJACENT TO SITE ON S. GROVE):



PROJECT DETAILS

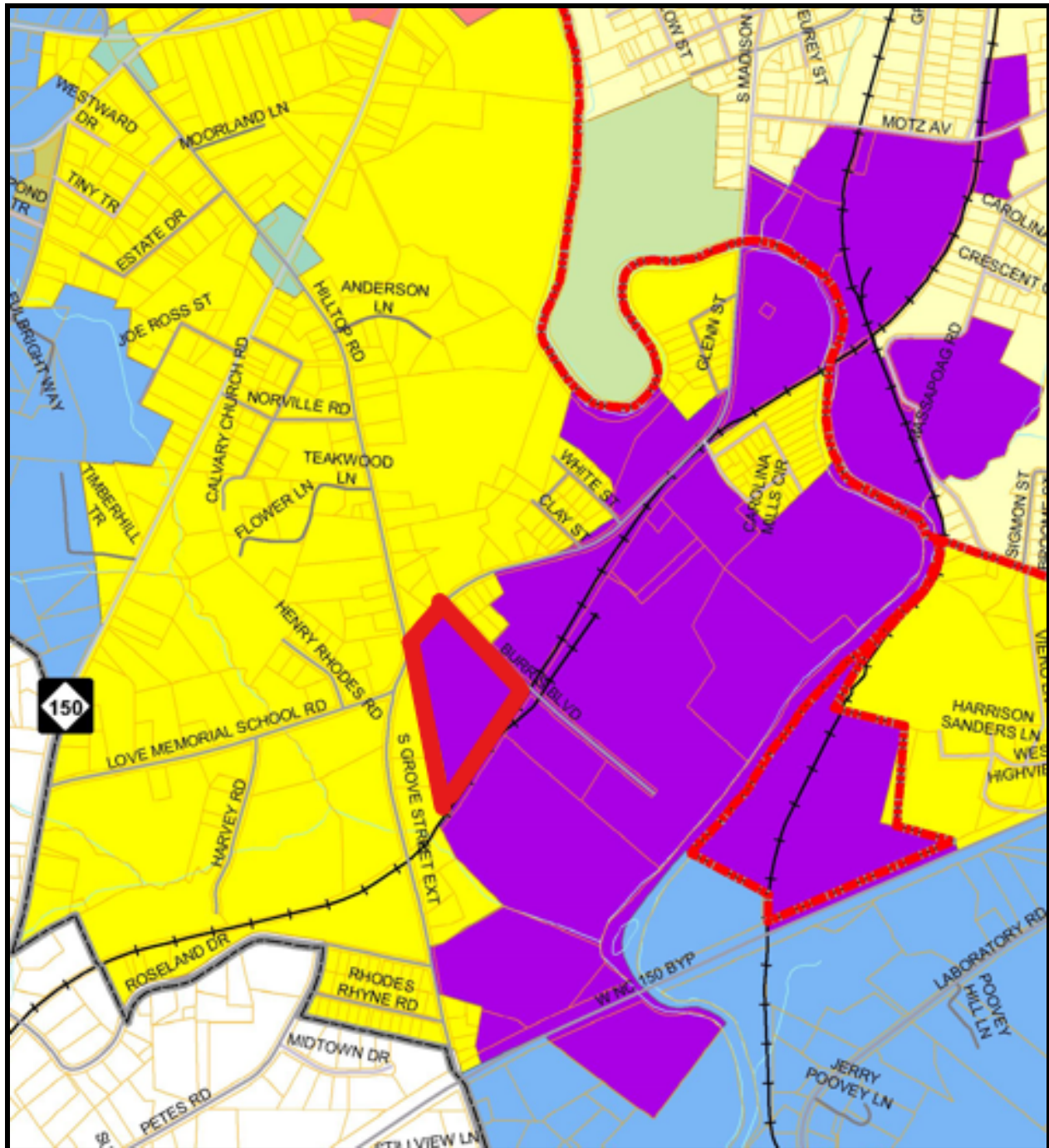
- 8 lots ranging from .65 acres to 5.28 acres
- All single family homes

LINE	BEARING	DISTANCE
L1	N 131°14' W	49.90



51 PROPOSED REZONING SITE PLAN BURRIS BLVD. SUBDIVISION BURRIS BLVD., LINCOLNTON, NC	<table> <tr> <td>PLAN DATE:</td><td>04/10/23</td></tr> <tr> <td>DRAWN BY:</td><td>JDL</td></tr> <tr> <td>CHECKED BY:</td><td>JDL</td></tr> <tr> <td>REVISIONS:</td><td></td></tr> </table>	PLAN DATE:	04/10/23	DRAWN BY:	JDL	CHECKED BY:	JDL	REVISIONS:		J. DAVID LEDFORD, RLA LANDSCAPE ARCHITECTURE LAND PLANNING SURVEYING ENGINEERING CONSULTING ATMOSPHERIC PLANNING 2730 Maiden Highway Lincolnton, NC 28092 jledford@jledford.com CELL (704) 530-7880	
	PLAN DATE:	04/10/23									
	DRAWN BY:	JDL									
	CHECKED BY:	JDL									
REVISIONS:											

LAND USE PLAN COMPLIANCE



Land Use Code and Description

CB, Central Business	MURC, Mixed Use Residential/ Commercial	ROS, Recreation/ Open Space
CBT, Central Business Transitional	NB, Neighborhood Business	RR, Rural Residential
GB, General Business	NBC, Neighborhood Business Corridor	RS, Residential Suburban
IND, Industrial	PB, Planned Business	TSF, Traditional Single-Family
IO, Institutional Office	RHD, Residential High Density	

The land use plan shows the property in the **Industrial Planning Area**.

These are areas in use or designated for future industrial/manufacturing use. As industrial uses play a vital role in the local economy, any such planning areas designated on the Future Land Use Map should be reserved for industrial uses and should be protected from encroachment from other uses. Industrial park development is encouraged. Industrial developments located along or in close proximity to the City's major thoroughfares should be developed so as to protect and enhance the viewsheds from these thoroughfares. Adaptive reuse of older manufacturing buildings (for both manufacturing and other compatible non-industrial uses) is also encouraged.

Residential Suburban These planning areas are primarily single-family in character and where the primary development pattern should continue to be single-family dwellings. Such areas currently have public water and sewer, or are likely to have such facilities within the next twenty years. Most new single-family residential development within Lincolnton is likely to occur in such areas.

The proposed rezoning request would be inconsistent with the Land Use Plan. However, the area surrounding the property is primarily zoned for residential development and the owner is requesting to use it for residential purposes. Amending the Land Use Plan to Residential Suburban could be considered.

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. No driveway permits required for residential lots that tie directly to state maintained routes. Require that lot #1 be required to only have access from Burris Blvd. Similar to lots 2-7.

PLANNING BOARD VOTE

7-0 motion to approve

STAFF RECOMMENDATION

Staff recommends the following actions:

- approval of the request for rezoning from GMC to the R25-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 once the Zoning Administrator receives written agreement from the applicant and property owner with the conditions of approval
- Amend the Land Use Map to show the property in the Residential Suburban Planning Area

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

Case No. CZ-3-2023

Applicant: Carolina Elite Builders

Parcel ID#: 52489

Location: Burris Boulevard at S. Grove Street

Request: Rezone from GMC to R25-CD

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Industrial Planning Area. The proposed rezoning request **is not consistent** with the Lincolnnton Land Use Plan but is reasonable in the following way:

A large portion of the area surrounding the property is primarily zoned for residential development and the owner is requesting to use it for residential purposes

Therefore, **approval of the proposed amendment is reasonable and in the public interest.**

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

Case No. CZ-3-2023

Applicant: Carolina Elite Builders

Parcel ID#: 52489

Location: Burris Boulevard at S. Grove Street

Request: Rezone from GMC to R25-CD

Proposed Consistency and Reasonableness Statement:

The Lincolnnton Land Use Plan designates this property as part of the Industrial Planning Area. The proposed rezoning request **is not consistent** with the Lincolnnton Land Use Plan and **denial of the proposed amendment is reasonable and in the public interest.**

CITY COUNCIL

Ed L. Hatley, Mayor

Christine Poinsette, Mayor Pro-Tem

Kevin Demeny

Roby D. Jetton

Jill Tipton



CITY COUNCIL

Richard Haynes

rhaynes@lincolntonnc.org

CITY CLERK

Daphne Ingram

[dingram@lincolntonnc.org](mailto:d Ingram@lincolntonnc.org)

CITY ATTORNEY

Thomas J. Wilson, Jr.

BUDGET ORDINANCE

AN ORDINANCE ESTABLISHING REVENUES AND AUTHORIZING EXPENDITURES FOR
FISCAL YEAR 2023-2024 FOR THE CITY OF LINCOLNTON

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

SECTION 1.

The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this City:

City Manager/Clerk	\$ 192,170
Human Resources	372,793
Finance	56,490
General Expense	1,968,612
General Debt Service	202,950
Police	4,323,300
Fire	2,680,950
Public Works	88,995
Street	1,324,450
Equipment Services	279,250
Solid Waste	639,275
IT General Services	382,755
Planning/Zoning	420,910
Bus & Comm. Dev	220,275
Recreation	1,304,610
	<u>\$ 14,457,785</u>

SECTION 2.

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

AD VALOREM LEVY	\$ 7,050,000
PRIOR YEAR TAXES	50,000
NC VEHICLE TAX SYSTEM (NCVTS)	530,000
NCVTS-LICENSE FEE	175,000
DISCOUNT ON TAXES	(110,000)
INTEREST ON TAXES	20,000
LEASE/RENTAL VEHICLE TAX	22,000
LOCAL SALES & USE TAX	4,700,000
PILOT-HOUSING AUTHORITY	35,000
CONTROLLED SUBSTANCE TAX	4,000
FIREFIGHTERS RELIEF FUND TAX	4,000
ALCOHOL/BEVERAGE TAX	44,000
FRANCHISE TAX	800,000
SOLID WASTE DISPOSAL TAX	7,000
PILOT-WATER & SEWER	366,384
PILOT-ELECTRIC	34,351
LEASE REVENUE-RESTAURANT	24,000
SRO REIMBURSEMENT	150,000
CEMETERY LOT SALES	30,000
OFFICERS FEES	3,000
PD INSPECTION FEES	1,800
PARKING VIOLATIONS	4,000
ZONING DEPARTMENT FEES	10,000
FIRE DEPARTMENT FEES	15,000
REC-ADMISSION & CONCESSION	35,000
REC-REGISTRATION & ENTRY FEES	85,000
REC-VENDING MACHINE INCOME	3,000
REC-RENTAL FEES	7,000
BC&D-EVENT FEE	2,000
REC-MISCELLANEOUS REVENUE	500
INTEREST-GENERAL FUND	50,000
SALE OF CAPITAL ASSETS- GF	10,000
MISCELLANEOUS REVENUE- GF	10,000
SALES OF PERSONAL ASSETS	2,000
ABC REVENUE	90,000
ABC LAW ENFORCEMENT	20,000
MISCELLANEOUS OTHER REVENUE	3,000
WEX-FUEL REBATES	3,000
JULY 4TH DONATIONS/OTHER	13,000
VETERANS BANNER PROJECT	1,000
REVENUE-SBE PRINCIPAL	30,000
INTEREST-SBE	3,750
REIMB FROM POWELL BILL	120,000
	<u>\$ 14,457,785</u>

SECTION 3. The following amounts are hereby appropriated in the Boger City Fire District Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this City:

BOGER CITY TAX DISTRICT	<u>\$ 1,483,000</u>
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SECTION 4. It is estimated that the following revenues will be available in the Boger City Fire District Tax Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

FIRE DISTRICT TAX	\$ 1,477,000
INVESTMENT INCOME	1,000
GRANTS-OTHER	5,000
	<u>\$ 1,483,000</u>

SECTION 5. The following amounts are hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024 in accordance with the chart of accounts heretofore approved for the City:

POWELL BILL COSTRUCTION/OTHER	<u>\$ 326,000</u>
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SECTION 6. It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

POWELL BILL ALLOCATION	\$ 325,000
INVESTMENT INCOME	1,000
	<u>\$ 326,000</u>

SECTION 7. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore approved for the City:

WATER & SEWER FUND	<u>\$ 8,272,950</u>
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SECTION 8. It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

INVESTMENT INCOME	\$ 100,000
CONTRACTOR SALES TAX	2,000
CHARGES FOR SERVICE - WATER	3,610,000
CHARGES FOR SERVICE - SEWER	4,300,000
CONNECTION CHARGES	80,000
OTHER OPERATING REVENUES	180,950
	<u>\$ 8,272,950</u>

SECTION 9. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore approved for the City:

ELECTRIC FUND	<u>\$ 7,922,729</u>
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SECTION 10. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

INVESTMENT INCOME	\$ 60,000
CONTRACTOR SALES TAX	2,000
ELECTRIC SALES	6,980,600
ELECTRIC MUNICIPAL OPERATIONS	667,875
OTHER OPERATING REVENUE	<u>212,254</u>
	<u>\$ 7,922,729</u>

SECTION 13. There is hereby levied a tax rate of fifty cents (\$.50) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2023 for the purpose of raising the revenue listed as "Property Taxes" in the general fund in Section 1 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$ 1,552,100,000 and an estimated rate of collection of 99.00%.

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

There is hereby levied a tax rate by the County of twelve and 1/2 cents (\$.1250) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2023 for the purpose of raising the revenue listed as "Boger City Fire District Taxes" in Section 3 of this ordinance.

SECTION 14.	Electric Rates	No Increase.
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SECTION 15.	Water & Sewer Rates	No Increase.
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SECTION 16. Appropriations are authorized by fund totals. The City Manager is authorized to reallocate fund appropriations among line item objects of expenditures and revenues as necessary during the budget year.

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

TOTAL GROSS BUDGET	\$ 32,462,464
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Adopted this 1st day of June, 2023

Attest:

Daphne Ingram
City Clerk

Edward L Hatley
Mayor



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

ADMINISTRATIVE FEES		
Per copy fee	\$.10 per page	
FINANCE DEPARTMENT		
Hollybrook Cemetery Lot Sales	Resident	Non-Resident
Per Burial Space	\$600.00	\$1,500.00
Second Right Interment	\$300.00	\$600.00
Hollybrook Cemetery Columbarium Niche Sales		
Per Columbarium Niche (includes engraving)	\$1,000.00	\$1,600.00
Second Right Interment		
Per Columbarium Niche (includes engraving + DOD engraving)	\$625.00	\$925.00
Engraving (Columbarium only)	\$125.00	\$125.00
Columbarium Niche Opening After Initial Inurnment	\$200.00	\$200.00
Per Burial Space (Re-Opening)	\$600.00	\$1,200.00
Perpetual Maintenance Charge	\$200.00	\$500.00
Transfer Fees - Reference City Ordinance 91.25 Transfer of Lots		
Employees and retirees who do not reside in the city limits qualify for city resident rate for immediate family household members only. Active employees must be full time and shall have worked two years in order to qualify for the discount.		
8:30 am until 3:00 pm. In the event of an interment on weekends or Holidays, the provider funeral home shall pay a service fee to the City to cover personnel costs.	\$150.00	\$150.00
Marker/monument vendors are to contact City Hall to make an appointment with the Cemetery Sexton to place marker/monument on the grave site. (reference normal working hours)		
Risk Management - Damage to City property and equipment is invoiced based on the current FEMA rates schedule.		
ONLINE CONVENIENCE FEE		
Online Debit/Credit Card Convenience Fee	Posted Online * fee subject to change	
MOTOR VEHICLE FEE		
Fee for each vehicle registered in City for property tax	\$20.00 ea.	
PUBLIC WORKS		
95 Gallon Roll Out (City of Lincolnton Residents Only)	\$75.00 each	
Outside City Limits Weekly Pick-up *Application & Approval Required	\$30.00 / month	



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

FEES ASSOCIATED WITH UTILITY SERVICE		
Utility Deposits	Inside City	Outside City
Temporary Hydrant Meter Deposit - Large	\$1,500.00	\$1,700.00
Temporary Hydrant Meter Deposit - Small	\$300.00	\$500.00
Residential Water and/or Sewer Deposit	\$75.00	\$150.00
Residential Electric Deposit	\$250.00	\$300.00
Note: Residential owners of real property providing proof of ownership will be exempt from utility deposits; renters having 24 months of good payment history with City of Lincolnton will also be exempt.		
Business Water and/or Sewer Deposit	\$50.00	\$100.00
	Or two (2) times the monthly average bill for the location, whichever is greater.	
Business Electric Deposit	\$250.00	
Note: Business owners of real property providing proof of ownership will be exempt from utility deposits.	Or two (2) times the monthly average bill for the location, whichever is greater.	
Returned Check Charge		
(N.C. General Statute 25-3-506: Collection of processing fee for returned checks)	\$35.00	
Returned Payment Fee - Other then Checks	\$35.00	
Processing Fee Per Account	\$25.00	
Note: In addition to the returned check fee, a processing fee will be accessed to the accounts paid with that payment.		
Default and/or Connection Fee	\$50.00	
After Hours Default and/or Reconnect Fee (if utility services are restored on weekends, holidays or after 4:30 pm on normal weekdays of the Utility Billing Office.)	\$75.00	
Late Fee (For payment after due date, but before disconnection)	\$25.00 or 5% of the total bill, whichever is greater.	
Same Day Service Connection / Disconnection	\$50.00	
Meter Tampering-Civil Citation		
Broken Lock-Civil Citation		
First Offense	\$100.00	
Second Offense	\$200.00	
Third and Subsequent Offenses	\$500.00	
	plus estimated water or electric usage	
Meter Test Charge (no charge if meter is defective)	\$150.00/Residential meter \$250.00/Demand meter	
Temporary Electric Construction Service Charge	\$50.00	
In and out' Electric Service Charger	Cost will be determined	
Electric Meter Fee-Residential	\$250.00	
Electric Meter Fee-Commercial	\$475.00	



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

If meters are present, whether or not they are turned on or off, minimum charges apply. If customer prefers not to pay minimum charges, the meter will be removed and a \$50.00/per meter reinstallation fee will apply when reinstalled. If more than one service (water & electric), <u>All</u> services will be off. <u>No</u> split service billing allowed.	\$50.00 / meter
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CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

ELECTRIC RATES	
(All electric rates are subject to sales tax.)	
Residential	
Facilities Charge:	\$13.16
Energy Charge:	
First 350 kwh @	.1093 per/kwh
Next 950 kwh @	.1179 per/kwh
All Over 1300 kwh @	.1232 per/kwh
Small General Service (Less than 100 KW demand)	
Facilities Charge:	\$27.16
Demand Charge:	
First 30 kw of billing demand	N/C
All Over 30 kw of billing demand	\$7.44 per kw
Energy Charge:	
First 3000 kwh @	.1537 per/kwh
All Over 3000 kwh @	.0829 per/kwh
Medium General Service (100-199 KW demand)	
Facilities Charge:	\$39.78
Demand Charge:	
All kw of billing demand	\$8.50 per kw
Energy Charge:	
All kwh	.00729 per/kwh
Large General Service (200+ KW Demand)	
Facilities Charge:	\$52.41
Demand Charge:	
All kw of billing demand	\$11.35 per kw
Energy Charge:	
All kwh	.0628 per/kwh
New Large Load Commercial (Must equal or exceed 500 kw but be less than 3000 kw during at least nine months of a twelve-month period.) (Applies only to new customers after January 7, 2010)	
Basic Facilities Charge:	\$348.19
Demand Charge:	
Summer (Jun-Sept)	\$23.00 per kw
Winter (Oct - May)	\$ 4.18 per kw
Energy Charge:	
First Energy Block	0.0529 per kwh
Additional Energy Block	0.0529 per kwh



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

OP - 10 - 1 Commercial (Must equal or exceed 100 kw but be less than 500 kw during at least nine months of a twelve month period.) (Applies only to new customers after June 2, 2011)			
Basic Facilities Charge:		\$184.23	
Demand Charge:		\$18.43 per kw	
Monthly Billing Demand:	On - Peak Summer (Jun-Sept)	\$3.68 per kw	
	On - Peak Winter (Oct-May)	\$1.23 per kw	
	Excess Demand (All Months)		
Energy Charge:	Summer (Jun-Sept)		
	On - Peak	0.0515 per kwh	
	Off - Peak	0.0491 per kwh	
	Winter (Oct-May)		
	On - Peak	0.0491 per kwh	
	Off - Peak	0.0429 per kwh	
RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGES			
Monthly electric charges for each meter computed under the City's applicable electric rate schedule will be increased by an amount determined by the table below:			
<u>Customer Account Type</u>	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
Residential Account	\$0.85	\$0.00	\$0.85
Commercial Account	\$4.65	\$0.00	\$4.65
Industrial Account	\$47.92	\$0.00	\$47.92
Exceptions			
<u>Industrial and Commercial Customers Opt-out</u>			
All industrial customers, regardless of size, and large commercial customers with usage greater than one million kwh's per year can elect not to participate in City's demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the City. In the event such customers "opt-out", they are not subject to the DSM/Energy Efficiency portion of the charge above. All customers are subject to the Renewable Resources portion of the charges above.			
RENEWABLE ENERGY GENERATION			
Renewable Energy Generation (REG) - wind, biomass or solar photovoltaic credits into a single set of on and off-peak rates.			
Variable (1 year)		Credit (\$/kwh)	
ALL REG			
On - Peak		0.0321	
Off - Peak		0.011	

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



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

Installation of Yard Light Pole	Cost of Pole + 10%	7%
Installation of Yard/Security Light	\$50.00 / light	7%
Yard Light / MVL / Security Light connect/disconnect fee	\$50.00	7%



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

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

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

WATER AND SEWER CONNECTION FEES		
Water Connection Fees	Inside City	Outside City
3/4" Water Connection	\$1,500.00	\$2,200.00
1" or Larger Water Connection (plus availability fee, if applicable, of \$8.33 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation purposes - measure from property line to property line)	\$1,800.00	\$3,200.00
Meter Fee - 3/4 inch line	\$460.00	\$460.00
Meter Fee - 1 inch line	\$600.00	\$600.00
Meter Fee - 1.5 inch line	\$1,420.00	\$1,420.00
Meter Fee - 2 inch line	\$1,725.00	\$1,725.00
Meter Fee - 3 inch line	\$3,465.00	\$3,465.00
Meter Fee - 4 inch line	\$4,925.00	\$4,925.00
Meter Fee - 6 inch line	\$6,500.00	\$6,500.00
Meter Fee - 8 inch line	\$8,500.00	\$8,500.00
Meter Fee - larger than 8 inch line (pricing based on actual size)	TBD	TBD
Irrigation Meter Connection Fee	\$600.00	\$1,200.00



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

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

Inspection Fee	\$100.00 / trip
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Sewer Connection Fees	Inside City	Outside City
Standard 4" Sewer Connection (any sewer connection exceeding 4" requires payment of an availability fee)	\$1,200.00	\$3,000.00
Larger than standard 4" sewer connection will be connection fee plus availability fee, if applicable, of \$10.67 per lineal foot of road frontage. If more than one road frontage, we use the longest frontage for calculation (measure from property line to property line.)	\$1,400.00	\$2,400.00
Force Main Sewer Application Fee (Applicant must follow requirements in Permission to Construct Application Form and Permission to Connect/Operate Form prior to approval to connect to sewer system.	\$1,200.00 (non-refundable)	\$2,400.00 (non-refundable)
Sewer Disconnection/Capping	\$500.00	\$700.00

Note:

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

SEWER USE ORDINANCE FEES
Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator: For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW Director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceding the violation.
Civil Penalties: Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be fined up to twenty-five thousand dollars (\$25,000) per day per violation.

Wastewater Treatment Industrial Waste Surcharges	
BODS->350 mg/liter	\$0.23 mg/liter
TSS->350 mg/liter	\$0.73 mg/liter
NH3 (Ammonia)->20 mg/liter	\$1.50 mg/liter



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

Bulk Water Sales

All prepayments are non-refundable and will be honored for 30 days, or the number of loads per-purchased, whichever comes first. The delivery point will be the City of Lincolnton Water Treatment Plant at 1338 Reepsville Road, Lincolnton, NC 28092; phone (704) 736-8970. The Water Treatment Plant will be open for sales Monday-Friday 8:30 am to 3:00 pm.

0-4,000 gallons	\$20.00 Minimum (per trip)
4,001 & up	\$5.00/1,000
Unapproved bulk water use	
First Offense	\$250.00
Second Offense	\$300.00 and report as theft to Police Department

Electric Utility Rebates

High Efficiency Electric Heat Pump Rebate (larger than 14 seer)	\$400.00 (Until further notice)
High Efficiency Electric Water Heater Rebate	\$150.00 (Until further notice)
Commercial Lighting Rebate	\$0.35 per watt saved (Maximum rebate \$25,000 per customer until further notice)

Renewable Energy Generation Credits

(Monthly credits are paid according to the type of renewable generation.)

Wind and Biomass Energy Credit	Details & Rates
Solar Photovoltaic Energy Credit	available upon request



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

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



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

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

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

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

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



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

Fees for State Mandated Periodic Fire Inspections (Ordinary Risk Occupancies) 36 months Small Assembly-Group A / Business-Group B / Mercantile-Group M / Storage-Group S / Utility-Group U	Amount Per Building
Less than 501 sq. feet	\$25.00
501 to 2,500 sq. feet	\$50.00
2,501 to 10,000 sq. feet	\$75.00
10,001 to 20,000 sq. feet	\$100.00



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20,001 to 40,000 sq. feet	\$125.00
40,001 to 80,000 sq. feet	\$150.00
80,001 to 120,000 sq. feet	\$175.00
120,001 to 150,000 sq. feet	\$200.00
150,001 to 200,000 sq. feet	\$225.00
200,001 sq. feet and >	\$250.00
During 1st Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
During 2nd Re-Inspection - No Re-Inspection Fee if All Violations Corrected	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (Moderate Risk Occupancies) 24 months Educational-Group E Private Schooles / Factory/Industrial-Group F / Educational-Group E Public Schools (see footnote 9 & 15)	Amount Per Building
Less than 501 sq. feet	\$25.00
501 to 2,500 sq. feet	\$50.00
2,501 to 10,000 sq. feet	\$75.00
10,001 to 20,000 sq. feet	\$100.00
20,001 to 40,000 sq. feet	\$125.00
40,001 to 80,000 sq. feet	\$150.00
80,001 to 120,000 sq. feet	\$175.00
120,001 to 150,000 sq. feet	\$200.00
150,001 to 200,000 sq. feet	\$225.00
200,001 sq. feet and > (plus)	\$250.00
During 1st Re-Inspection - No Re-inspection fee if all violations are corrected or cleared from first inspection	
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee.	Per Building \$25.00
If During Re-Inspections Violations Have Not Been Corrected or Cleared an Additional Fee Will be Assessed for Each Re-Inspection in Addition to the Original Fee + Re-Inspection Fee.	Per Building \$25.00
Fees for State Mandated Periodic Fire Inspections (High Risk Occupancies) Inspected every 12 months	
	Per Building
Educational/Day Care-Group E Institutional - Group I, R-4, and R-3 Group Homes	Amount
Licensed for 0 to 25	\$25.00
Licensed for 26 to 50	\$50.00



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



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Civil Citations and Fines - Any Violation Incurred More Than a Year After Issuance of the Initial Citation Shall be Treated as a First Offense for Purpose of Establishing and Imposing Penalties.	
<i>Violations as Listed in the City of Lincolnton FPAP and NC SBCFPC</i>	Amount
All Open Burning Violations Listed in the COL FPAP and NC SBCFPC May Receive a Warning or a Civil Citation	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Fire Lane, Hydrant, Haz-Mat Signs, and False Alarm Violations May be Issued a Warning or Civil Citation.	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Violations of NC SBCFPC and/or COL FPAP Not Listed in This Section May be Subject to a Warning or Civil Citation	
1st Offense	\$50.00
2nd Offense	\$100.00
3rd Offense	\$200.00
All Violations of the Occupancy Limit Established Pursuant to the NC SBCFPC May be Issued a Warning or Civil Citation	
1st Offense	\$150.00
2nd Offense	\$250.00
3rd Offense and Each Offense After	\$500.00
All Violations of the Locked or Blocked Exits to the NC SBCFPC Shall be Issued a Warning or Civil Citation	
1st Offense	\$150.00
2nd Offense	\$250.00
3rd Offense and Each Offense After	\$500.00
Life Safety Equipment Installed Without Permit	\$250.00
Life Safety Equipment Installed Without Plans	\$250.00
Occupying a Structure Without a Certificate of Occupancy (Each Day)	\$250.00
Occupancy Notes:	
1) The Building and/or Structure Shall Not be Occupied Prior to the Fire Code Official Issuing a Permit and Conducting Associated Inspections Indicating the Applicable Provisions of This Code Have Been Met. This Includes a Change of Occupancy.	



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2) All Issued Permits Shall be Kept on the Premises Designated Therein at All Times and Shall be Readily Available for Inspection.	
3) All Occupancy Placards Shall be Posted in Plain Sight Visible to Public.	
4) Permits may be Revoked for Reasons as Listed in the NC SBCFPC and COL FPAPO.	

Special Notes:

COL FPAPO - City of Lincolnton Fire Prevention and Protection Ordinance

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

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

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

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

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

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

Special Notes

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

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

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

Footnotes:

1. For Multi-occupancy buildings, other than residential or institutional, fees are per occupancy.
2. For multiple buildings owned by the same owner(s) the fees are per building as defined by the NC State Building Code.
3. Subsequent re-inspections beyond the second re-inspection with violations not cleared will result in doubled fees with each necessary re-inspection of continuing violations, with no fee cap.
4. High-rise buildings shall be assessed a fee for the common use areas per section C5.



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

5. Inspections will match the State mandated minimum inspection frequency. The Fire Chief can authorize a specific occupancy classification to be inspected more frequently, but not less frequently.
6. At the time of the periodic inspection for the occupancy or premise operation, if an operational permit is required, that permit fee is included with the periodic inspection fee for that permit type.
7. Lincoln County Schools are inspected every six months, as required by state statute; however, these fees are billed on an annual basis.
8. Premises, complexes, and/or uses that are not covered by the above fee schedule will be charged according to the hourly rate fee schedule for the specialist rank.
9. Large assembly occupancies used primarily for worship and that are not used for exhibition or display purposes are inspected on a 36 month schedule regardless of occupant load, in accordance with the North Carolina State Fire Code.
10. Parking garages, greenhouses, sheds, stables, tanks, and towers will be charged according to the hourly rate fee schedule for the specialist rank.
11. Accessory buildings, such as clubhouses, maintenance sheds, etc., are inspected independently based on their occupancy type.

Charges for standby personnel and/or equipment shall be charged per section F and G. Permits that are fee exempt or pay a reduced rate are also exempt or pay a reduced fee for these services.



CITY OF LINCOLNTON

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PARKS AND RECREATION DEPARTMENT		
FACILITY RENTAL (Lights are not included with Daily, Monthly or Seasonal fees.)	RESIDENT	NON-RESIDENT
Park Shelter Rental:		
Mon. - Sat. (8:00 a.m. - 7:00 p.m.)	\$50.00	\$75.00
Sunday (3:00 p.m. - 7:00 p.m.)	\$40.00	\$60.00
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Lentz Center Gym		
I.D.	Free	\$5.00
I.D. Replacement Fee	\$5.00	\$5.00
I.D. Non-Replacement Discount: Military	Free	Free
I.D. Non-Replacement Discount: Seniors (55 years old & over)	Free	Free
Open-Gym Admission Fee, Daily (18 and over)	Free	\$2.00
Season Pass - Open Gym Hrs.	N/A	\$100.00
Season Pass - Open Gym Hrs. & Pool	\$35.00	\$150.00
4 Hour Rental	\$100.00	\$150.00
8 Hour Rental	\$200.00	\$300.00
Each Additional Hour	\$25.00	\$38.00
Practice Fee	\$15.00	\$23.00
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Lentz Center Pool		
2 Hours (1-50 people)	\$150.00	\$200.00
2 Hours (51 - 100 people)	\$175.00	\$225.00
2 Hours (101 - 200 people)	\$250.00	\$375.00
Each Additional Hour	\$50.00	\$75.00
Group Rental (10a-12p) 1-50(6*)	\$75.00	\$75.00
Group Rental (10a-12p) 51-100(6*)	\$125.00	\$125.00
Lentz Center Racquetball Courts		
I.D.	Free	\$5.00
1 Hour (per person)	\$1.00	\$2.00
Softball/Baseball/Soccer Fields		
Night Time Only (Lights) (per hour)	\$20.00	\$20.00
Concession Stand Fee	\$25.00	\$40.00
Staff Fee (per employee) (per hr)	\$25.00	\$25.00
Practice Fee (1.5 hrs)*	\$20.00	\$30.00
Season Fee*	\$500.00	\$750.00
Monthly Fee**	\$50.00	\$75.00
Tournament Fee:		
Per Day (1 Park)	\$200.00	\$200.00
2 Day (1 Park)	\$400.00	\$400.00
Deposit	\$25.00	\$25.00

* At least (1) member on the team must be a resident to receive the "Resident" rate. "Season Fee" will include 2 practices per week. The Director has the authority to add (1-2) additional days if the season does not last more than 6 months.



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

** Monthly Fee will include (1) 1.5 hrs practice per week.

SPORTS PROGRAMS	RESIDENT	NON-RESIDENT
Youth		
Flag Football	\$40.00	\$55.00
Soccer	\$40.00	\$55.00
Volleyball	\$40.00	\$55.00
Dodgeball (Per Team Fee)	\$100.00	\$100.00
Summer Sport Camps	\$25.00	\$25.00
Late Registration Fee	\$10.00	\$10.00
Youth Sports Camp - Swim Team Camp	\$60.00	\$60.00
Coaching Incentive (5*)	\$10.00 (Credit)	\$10.00 (Credit)
Senior		
Walking Program	Free	Free
Sponsorship of Leagues (3*)		
Youth Soccer	\$250.00***	\$250.00***
Flag Football (Referee Shirts)	\$250.00	\$250.00
Basketball	\$250.00***	\$250.00***
Volleyball	\$250.00***	\$250.00***
Adult Sports League	\$250.00***	\$250.00***
Easter Egg Hunt (1*)	\$250.00*	\$250.00*
Film/Movie Fee (2*)	\$500.00**	\$500.00**
Banner Program:		
1 Year	\$250.00	\$250.00
5 Years	\$1,000.00	\$1,000.00
Park Bench Sponsorship:	\$1,000.00	\$1,000.00
5K/Relay Races (self-contained races in the park) (4*)		
For-profit organizations	\$200.00	\$200.00
Non-profit organizations ****	\$25.00	\$25.00
Schools	Exempt	Exempt

- 1.) * Will also consider an equal amount of donations for prizes.
- 2.) ** Any filming that disrupts day-to-day operations of the park.
- 3.) *** Sponsorship of one age or group division.
- 4.) **** Must provide non-profit documentation to get price rate.
- 5.) ***** Head coaches will receive a once-per-season \$10.00 off their child's registration fee.
- 6.) *****The group rental rate fee applies only to day cares or summer camps that chooses to have the pool solely for their use, or are restricted to swimming with other camps or day care groups. **Pre-approval by park staff is required.**

Credit applies to one child's registration only. Coaches that coach more than one team will only be allowed one \$10.00 credit. Coaches with no child, or do not have a child or children playing in the league, may designate their credit to a child's registration of their choosing.

POOL PROGRAMS	RESIDENT	NON-RESIDENT
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CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

Lentz Center Pool		
Daily Admission	\$2.00	\$3.00
3 & Under	Free	Free
Group Fee, per person*	\$1.50	\$1.50
Season Swim Pass		
Family of 4	\$100.00	\$150.00
Each Additional Member	\$25.00	\$35.00
Individual	\$35.00	\$50.00
Lifeguard Training	\$160.00	\$160.00
Lifeguard Training Recertification	\$40.00	\$40.00
Jr. Lifeguarding	\$35.00	\$35.00
Water Aerobics		
Entire Program	\$20.00	\$30.00
Per Session	\$3.00	\$4.00
Group Swim Lessons		
Infant & Toddler	\$20.00	\$20.00
Preschool	\$25.00	\$25.00
Levels 1-6/Adult	\$30.00	\$30.00
Private Swim Lessons (per 1/2 hr)	\$15.00	\$15.00

- * All Security Fees will be determined by the Lincolnton Police Department
- * "Resident" is considered any person(s) living inside the City Limits of Lincolnton, N.C. or owns property. Also, any City of Lincolnton staff (including immediate family) or official will receive the "Resident" rate.
- * All Facility Rental Fees for non-profit organizations will be staff fee only if the Facility is being used Monday-Friday. This only applies to uses/users that do not include fees and/or charges.
- * Schools are allowed to take admission for ball games. All organizations must prove non-profit status..

**FOR QUESTIONS CONCERNING RECREATIONAL FEES PLEASE CALL THE LINCOLNTON
RECREATION DEPARTMENT (704) 735-2671.**



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

OFFENSES & MISCELLANEOUS PROVISIONS		
Civil Citations	First Citation	\$100.00
	Second Citation	\$250.00
	Third and Subsequent Citation	\$500.00
Firearms within city park or building	Class 3 Misdemeanor	Maximum fine of \$200.00 or imprisonment not to exceed 20 days.
Helmets for minors	Class 3 Misdemeanor or infraction defined in article 1 section 14-4 of the General Statutes	A first violation of this section shall be dismissed if the person charged with the violation submits proof that the operator or passenger has acquired a protective helmet meeting the standards for use.
False Alarm Fees	Third through fifth	\$50.00 per occurrence
	Sixth through eighth	\$100.00 per occurrence
	Ninth through eleventh	\$200.00 per occurrence
	Twelfth or more	\$300.00 per occurrence
Unregistered Alarm	Subsequent determination after one-time warning for failure to register alarm	\$50.00 per occurrence
Parking Violations	Initial violation After the third unpaid violation, or a minimum \$75.00 of past due fees will cause a Barnacle Device to be placed on windshield.	\$25.00 (plus an additional \$5.00 every fifteen (15) days not paid. Barnacle Removal Fee - \$50.00 plus any unpaid violations.
Cruising	1st violation to be paid within ten (10) days	\$25.00 (plus an additional twenty-five (\$25.00) delinquency charge upon non-payment)
	2nd citation within a seven (7) day period	Police Officer shall issue to the violator a traffic summons in lieu of a civil citation
Sidewalk Café Permit	Annually	\$35.00
Golf Cart Registration Fee	Annually	\$25.00

Violation of this section shall be punishable by a fine of fifty dollars (\$50.00)



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

SPECIAL EVENTS

The City of Lincolnton supports outdoor venues for special events, including festivals, shows, performances and programs. The City will provide baseline support services for pre-approved existing events up to the projected cost according to the schedule below. The event organizers are responsible for support services that exceed the baseline city costs. All other events are subject to approval based on availability of city support services and associated costs according to the fee schedule.

1. Pre-Approved existing special events:
 - a. The city issues permits and is a co-sponsor for pre-approved community events:
 - i. Approved events must have broad community benefit for both residents and merchants, helping to create a vibrant community, adding to the quality of life and contributing to regional state tourism & reputation.
 - ii. Not all events will be approved; new events may be proposed without any guarantee of approval.
 - iii. Event application is required for each event request.
 - iv. City services are provided as an **"in-kind"** donation to support approved community events. In-kind services include street closures & barricades, use of sidewalks, food trucks on public property, sanitation & garbage roll-outs, public safety services from LPD/LFD and clean-up with organizer volunteer assistance.
 - b. Signature Community Events - Pre-Approved to receive in-kind support services, hours listed are for PUBLIC OPERATING hours not including 1 hour set-up & 1 hour tear-down.
 - c. City Celebrations - MLK parade, July 4th parade, July 4th fireworks, Veteran's parade, Christmas parade, Apple Drop
 - i. City absorbs all costs, may seek sponsorships to offset expenses.
2. All other events subject to permit approval and charges per city Special Event Policy.
 - a. Events or activities organized by private or non-profit group(s) that include use of sidewalks (for activity/vendors/performers), food trucks on streets or public property, street closures or barricades, sanitation or garbage rollouts, or public safety services from LPD/LFD require permit approval.
 - b. Event organizers are responsible for clean-up with organizer volunteer assistance.
 - c. This does not include individual merchant or business activity in front of an individual retail store or business location that does not impede sidewalk use.



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

3. Runs & races:
 - a. Must use approved race routes; no major street/road closures allowed; rail-trail use encouraged.
 - b. Organizers must use volunteers to ensure route safety; city will provide cones & supplies but will not staff streets & intersections.
 - c. No police escort unless organizer hires & pays off-duty law enforcement directly.
 - d. No EMS/EMT or other on-site support services provided unless organizer hires/pays for services directly.
4. City inspection fees for special event tents, cooking locations, etc. are waived for approved and permitted special events.
5. Fees charged for permitted events that are not city sponsored "Signature Events":
 - a. Public Safety - 1.5 police officers and 1.5 firefighters per every 1,000 people - prevailing off-duty rates
 - b. Solid Waste - Deliver/Pickup a maximum of 10 rollouts delivered to one location - \$50; multiple locations, \$75
 - c. Solid Waste - Deliver/Pickup 10-20 rollouts delivered to one location - \$75; multiple locations; \$100
 - d. Street Closings - Deliver/Pickup of cones/barricades - one location - \$50; multiple locations \$75
 - e. Cleanup Fee* - May be contracted in advance and will be applicable if the event organizer does not adequately clean up areas used - \$100 per hour/actual time
 - f. Electric Services are generally not available and will be priced based on location, load, and availability - \$50-\$250.

* Pre-event Deposit may be required based on event fees/costs estimates. Unused amounts will be refunded to the event planner.

*Event organizers are responsible for the cleanup of areas used by the event. Failure to do so will result in a cleanup fee per the schedule of fees.



CITY OF LINCOLNTON

SCHEDULE OF FEES

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Special Events Funded by City	
Event	Month
Alive After Five	May, June, July, & August
Food, Wine, & Brew Fest	April/May
Juneteenth Festival	June
Cruisin' For A Cause	September
Antique and Vintage Market Day	October
Apple Festival	October
MLK Celebration	January
July 4th Parade	July
July 4th Fireworks	July
Veterans Day Parade	November
Christmas Parade	November
Apple Drop	December

Baseline Public Operational Hours-Signature Events	
Alive After Five (6p-10p)	4 Hour Event
Food, Wine, & Brew Fest (11a-5p)	6 Hour Event
Juneteenth Festival (10a-4p)	6 Hour Event
Antique & Vintage Market Day (10a-4p)	6 Hour Event
Cruisin' For A Cause	6 Hour Event
Apple Festival (9a-4p)	7 Hour Event
Setup	1 Hour
Tear down	1 Hour
Additional Costs-Not included as part of "in-kind" services	
Per Operational Hour	Per Fee Schedule
Per Set-up/Tear-down Hour	\$150/hour



CITY OF LINCOLNTON SCHEDULE OF FEES 2023-24

Special Events Fees

Note: All venues subject to availability

Events Requiring Main Street Closure- Non-Alcohol	Fee
-First 4 hours Minimum Charge	\$3,000
-Each Additional Operational Hour	\$225/hr
-Each Additional Setup/Tear down Hour	\$150/hr
Events Requiring Main Street Closure-Alcohol Served	Fee
-First 4 hours Minimum Charge	\$4,000
-Each Additional Operation Hour	\$300/hr
-Each Additional Setup/Tear down Hour	\$150/hr

Includes closing of Main Street (100-300 blocks), use of public restrooms.

Events at Betty Ross Park- Non-Alcohol	Fee
-First 4 hours Minimum Charge	\$1,000
-Each Additional Operational Hour	\$150/hr
-Each Additional Setup/Tear down Hour	\$150/hr
Events at Betty Ross Park- Alcohol Served	Fee
-First 4 hours Minimum Charge	\$1,500
-Each Additional Operation Hour	\$225/hr
-Each Additional Setup/Tear down Hour	\$150/hr

Includes use of upper parking lot, park shelter & shelter restrooms, outdoor basketball, and tennis courts.

Events at First Federal Park- Non-Alcohol	Fee
-First 4 hours Minimum Charge	\$750
-Each Additional Operational Hour	\$75/hr
-Each Additional Setup/Tear down Hour	\$75/hr
Events at First Federal Park- Alcohol Served	Fee
-First 4 hours Minimum Charge	\$1,000
-Each Additional Operation Hour	\$150/hr
-Each Additional Setup/Tear down Hour	\$150/hr

Includes closure of E Sycamore (100 and 200 blocks) and N Poplar (Main to Pine), use of restrooms and grassy area.

Events at Highland Drive Park- Non-Alcohol	Fee
-First 4 hours Minimum Charge	\$750
-Each Additional Operation Hour	\$75/hr
-Each Additional Setup/Tear down Hour	\$75/hr



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

Events at Highland Drive Park- Alcohol Served

-First 4 hours Minimum Charge	\$1,000
-Each Additional Operation Hour	\$150/hr
-Each Additional Setup/Tear down Hour	\$150/hr

Includes use of parking lot, park shelter and restrooms.

Events at City Park- Non-Alcohol

Fee

-First 4 hours Minimum Charge	\$750
-Each Additional Operation Hour	\$75/hr
-Each Additional Setup/Tear down Hour	\$75/hr

Events at City Park- Alcohol Served

-First 4 hours Minimum Charge	\$1,000
-Each Additional Operation Hour	\$150/hr
-Each Additional Setup/Tear down Hour	\$150/hr

Includes use of parking lot, park shelter and restrooms.

Based on Event/Booth

Vendor Fees for Events Produced by City of Lincolnton

Size

-Food Vendors	\$50-250
-Artist/General Vendor	\$25-100
-Winery/Brewery	\$50-300



CITY OF LINCOLNTON

SCHEDULE OF FEES

2023-24

PLANNING AND ZONING ADMINISTRATION	
Abandoned Structures Ordinance	Actual contracted cost to City plus 25% administrative fee
Commercial Maintenance Ordinance	Actual contracted cost to City plus 25% administrative fee
Minimum Housing Ordinance	Actual contracted cost to City plus 25% administrative fee
Nuisance Ordinance	Actual contracted cost to City plus 25% administrative fee
Rezoning Application	<2 acres, \$200, 2-5 acres \$400, 5+ acres \$800
Conditional Rezoning Application	<2 acres, \$200, 2-5 acres \$400, 5+ acres \$800
Site Plan Review	\$300 plus \$50 per acre
Board of Adjustment Applications	
Conditional Use Permit (CUP) Application	\$100.00
Variance Application	\$400.00
Interpretation Application	\$400.00
Special Exception Application	\$400.00
Zoning Text Amendment Application	\$400.00
Zoning Permit	
Single and Two-Family Residential	\$75.00
Residential Accessory Use	\$50.00
Multifamily Residential and Non-Residential	\$100.00
Change in Use (Non-residential)	\$50.00
Zoning Letter	\$50.00
Permit Fee for Application for Backyard Hens	\$50.00
Mowing, Contractor Debris and Abatement Fees	Actual contracted cost to City plus 25% administrative fee
Sign Permits	\$50.00
Copy of Land Use Plan, Greenway Master Plan & Others	\$50.00
Copy of Zoning Ordinance (UDO)	\$50.00*
Copy of Zoning Map	\$25.00
Subdivision Filing Fees	
Minor Subdivision Plat	\$150.00 + \$10.00 per lot
(Per Lot)	\$10.00
Major Subdivision Preliminary Plat	\$300.00
(Per Lot)	\$10.00
Major Subdivision Final Plat	\$100.00
Applications for Relief	\$200.00
Annexation	\$500.00
GIS MAPS (8 1/2 x 11)	\$2.00
Alleyway Closing	
Street Closing Request Fee	\$50.00



CITY OF LINCOLNTON
SCHEDULE OF FEES
2023-24

Advertising Costs (per public notice laws)	Actual going rate at time of request
--	--------------------------------------

* \$.25 per page-less than full copy

** Full or partial copy

Fees could be waived if application complies with NC General Statute 1-110, Suit as a pauper; counsel.

FY 2023-2024 Fee Schedule Changes with explanations:

I. Cemetery Fees:

- a. Increase non-resident burial fees to reflect prices closer to other local gov't and neighboring cemeteries. The City only has ~ 820 plots left for burial and should be reserved more for residents. (See attachment)
- b. Charge a "one-time" perpetual maintenance fee – most cities charge this in addition to the plot fee.
- c. Combining engraving fees for Columbarium Niche purchases and increasing the non-resident price to be consistent with current second right interment pricing (\$300 difference). These prices increased per our vendor from \$125 to \$200 effective 3/1/2023.
- d. Re-opening of grave – original non-resident was \$1500 and initial plot price as \$1200. Switch to make more in line with other local gov'ts (reference 'a' above).

II. Offenses & Miscellaneous Provisions:

- a. Golf cart registration fee increase by \$5.00 to cover increased cost of printing the sticker.

III. Planning and Zoning Administration: fee structure has not been adjusted since 2003. Changes are in line with the County and with municipalities similar in size to the City.

IV. Utility Services:

- a. Meter fees – supply costs have increased
- b. Yard lights – costs of supplies + increase
- c. Connections – supply costs have increased +

V. City Manager's Office: "Alleyway Closing" – addition with a \$50.00 Street Closing Request Fee + actual advertising costs per public

notice requirement. Place fee within Planning & Zoning's fee schedule.

VI. Public Works: costs of 95 gallon roll outs have increased + see notation regarding discussion of "Outside City limits" pickup.



Memo

To: Ritchie Haynes, City Manager
From: Nathan Eurey, Public Services Director
CC: Daphne Ingram, City Clerk
Date: 05/21/2023
Re: Recommendation for awarding the bid contract for the Marcia H. Cloninger Rail Trail Project

The bid opening for the Marcia H. Cloninger Rail Trail Project was held on Thursday, May 4, 2023, at 3:30 p.m. in the City Council Chambers at Lincolnton City Hall. Attached to this memo is a bid tabulation summary of companies who submitted bids for the project. As you will see, the summary sheet list (from greatest to least) each company's name, their base bid amount, an alternate bid for mortared pavers, and an alternate bid for sand set pavers.

It is my recommendation that you and the Lincolnton City Council award the Marcia H. Cloninger Rail Trail contract to Carolina Metal Building, Incorporated. I would also ask that the City Clerk please place this recommendation on the June agenda for approval.

Respectfully Submitted,

Nathan C. Eurey

City of Lincolnton Public Services Director

Bid Tabulation Summary

Marcia H. Cloninger Rail Trail Project

Bids Received By: May 4, 2023 @ 3:00 p.m.

Bids Opened: May 4, 2023 @ 3:30 p.m.

Listed below are the names of bidders and the amounts of their bids for the Marcia H. Cloninger Rail Trail Project per the Scope of Work and Bid Documents pursuant to the Proposed Construction Plans. Bids were reviewed by Richard Haynes (City of Lincolnton - City Manager), Nathan Eurey (City of Lincolnton - Director of Public Services) and J. David Ledford, RLA (Landscape Architect of Record).

Bidder / General Contractor	Base Bid Amount	Alter. #1 (Mortared Pavers)	Alter. #2 (Sand Set Pavers)
Houser Masonry, Inc.	\$209,600.00	\$57,000.00	\$43,000.00
Carolina Metal Buildings, Inc.	\$191,724.00	\$36,200.00	\$33,700.00

Per the Lincolnton City Council Meeting, Thursday June 1, 2023 @ 7:00 p.m., City Staff will recommend approval the following general contractor for construction and installation of the Marcia H. Cloninger Rail Trail Project:

Carolina Metal Buildings, Inc. 1990 Lithia Springs Road, Lincolnton, NC 28092 (704) 732-1403

PYRO SHOWS EAST COAST, INC.
Contract Agreement

This Agreement made on May 9, 2023 by and between PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4625 Catawba River Road, Catawba, South Carolina 29704, and hereinafter referred to as "PYRO SHOWS" and CITY OF LINCOLNTON with its principal place of business located at P.O. BOX 617 LINCOLNTON, NC 28093 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **23 NC-07-04-C-14000-000130-** dated **May 9, 2023**. The Show will be given on **July 4, 2023**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of South Carolina, and any suit involving this contract shall be brought in the Courts of York County in the State of South Carolina, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** CITY OF LINCOLNTON shall pay PYRO SHOWS \$ 17,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 17,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 8,500.00) upon return of signed contract by June 8, 2023. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS EAST COAST, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

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

PYRO SHOWS EAST COAST, INC.

BY: _____
Jesse D. Salveson, President

DATE: _____

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

CITY COUNCIL

Ed L. Hatley, Mayor
Christine Poinsette, Mayor Pro-Tem
Kevin Demeny
Jill Tipton
Roby Jetton



CITY MANAGER

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

R-07-23

**RESOLUTION TO ESTABLISH SCHEDULE OF DISCOUNTS
TO BE APPLIED TO TAXES PRIOR TO THE DUE DATE**

WHEREAS, Section 105-360 of the North Carolina General Statutes permits governing bodies levying taxes pursuant to Subchapter II of Chapter 105 to establish a schedule of discounts to be applied to taxes paid before the due date of September 1 of the fiscal year for which such taxes are levied; and

WHEREAS, Lincoln County has for many years offered taxpayers a discount of two percent (2%) for early payment of such taxes; and

WHEREAS, the City of Lincolnton has agreed to adopt the same discount two percent (2%) rate as Lincoln County to citizens who pay their taxes early; and

WHEREAS, the need has arisen to clarify the procedure for application of the two percent (2%) discount in the City of Lincolnton.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The Lincolnton City Council established the period of July 1 through August 31 as the discount period for early payment of taxes levied for the fiscal year and that such early payments be discounted by two percent (2%).

2. That this resolution shall become effective upon adoption, subject to approval of the North Carolina Department of Revenue and publication in a newspaper having general circulation within the City of Lincolnton as required by N.C.G.S. 105-360 (c).

Adopted this 1st day of June, 2023

CITY OF LINCOLNTON

By: _____

Ed Hatley, Mayor
Lincolnton City Council

ATTEST:

Daphne Ingram, City Clerk

CITY COUNCIL

Ed L. Hatley, Mayor
Christine Poinsette, Mayor Pro-Tem
Kevin Demeny
Jill Tipton
Roby Jetton



CITY MANAGER

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

R-08-23

**RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
APPROVE ANY REFUND OR RELEASE FOR THE CITY FOR
LESS THAN ONE HUNDRED DOLLARS (\$100.00)**

WHEREAS, Section 105-381(b) of the North Carolina General Statutes states that the governing board has the primary responsibility for approving refund and release request; and

WHEREAS, the governing body may delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney; and

WHEREAS, a finance officer, manager or attorney to whom this authority is delegated shall give a monthly report to the governing body regarding the actions taken on requests for release or refund; and

WHEREAS, all actions taken by the governing body or finance officer, manager or attorney on requests for release or refund made shall be recorded in the minutes of the governing body; and

WHEREAS, if a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in the annual settlement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLNTON that any refund or release for the city that is less than one hundred dollars (\$100.00) may be approved by the City Manager.

This ordinance shall become effective upon adoption.

Adopted this 1st day of June, 2023

CITY OF LINCOLNTON

By: _____

**Ed Hatley, Mayor
Lincolnton City Council**

ATTEST:

Daphne Ingram, City Clerk

**INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY
AND THE CITY OF LINCOLNTON FOR TAX COLLECTION**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this the ____ day of _____, 2023 by and between **Lincoln County**, a North Carolina body corporate and politic (the "County") and the **City of Lincolnton**, a North Carolina municipal corporation (the "City");

W I T N E S S E T H

WHEREAS, pursuant to the Interlocal Cooperation Act, as codified in N.C.G.S. §160A-460 through §160A-466, the County and the City may jointly exercise any function for which they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and furthermore to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the County and City, as governments, are authorized to enter into intergovernmental agreements pursuant to North Carolina law; and

WHEREAS, the County is authorized to make and enter into contracts with municipalities within its boundaries, and the City is located within the boundaries of the County; and

WHEREAS, the County and the City, by and through their governing boards, have determined that it is a mutual advantage of the County and City, as well as an advantage to the citizens of both the City and the County, for there to be one tax collection entity and that that entity should be the County; and

WHEREAS, the County and the City have previously entered into an Agreement dated August 5, 2013 (the "Original Agreement") wherein it was determined by both parties that the County would collect all taxes for both the City and County; and

WHEREAS, the County and the City, by and through their governing boards, have determined that it is necessary to amend and restate the purpose and intent of the Original Agreement by way of this Agreement; and

WHEREAS, the County employs a Tax Administrator who is the individual responsible for the duties of the Tax Assessor pursuant to N.C.G.S. §105-296 and the duties of a Tax Collector pursuant to N.C.G.S. §105-350; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and City as follows:

1. Purpose.

a. The County shall bill and collect for the City of Lincolnton, its real and personal property taxes; provided, however, that the County shall not be responsible for collection of taxes for the City beyond the ten-year statute of limitation.

b. The County has consolidated the collection and assessing of taxes for both the City and the County into one comprehensive process, and agrees to continue doing so unless restrictions arise in the law.

c. The City has delegated the authority to collect, compromise and settle and disputed tax claims to the County, by and through its Tax Administrator.

d. Each property subject to the taxing authority of the City and County shall be provided with one billing statement showing all taxes owed, that includes a breakdown showing the separate tax amounts due to the City and to the County.

e. The County shall maintain a database of all records regarding the taxes and property information for properties subject to the taxing authority of both the City and the County.

2. Term. This Agreement shall be effective as of July 1, 2023 and shall include taxes collected for the fiscal year beginning July 1, 2013 and subsequent years so long as this Agreement is not terminated by either party. If either party intends to terminate the Agreement, then the terminating party shall be required to provide notice of at least one (1) fiscal year to allow the other party to properly plan and coordinate for the termination of this Agreement.

3. Payment of Taxes to the City. All taxes collected by the County, owed to the City, *less* any fees provided for herein, shall be transferred to the City on, or before, the 15th day of the month following the collection of said tax. The amount transferred shall only include the tax amount collected and shall not include any interest earned on said amount.

a. **Partial Payment.** In the event that a partial payment is received, then the partial payment shall be split on a proportional basis between the City and the County.

4. Fee to County for Collection. The County shall be entitled to retain a commission of three percent (3.00%) of all taxes collected by the County for the benefit of the City. This fee shall be assessed against all taxes, assessments, penalties and interest collected by the County, for the benefit of the City.

5. Additional Costs for Collection. The City agrees to pay its pro-rata share of any and all professional expenses incurred by the County in the collection of taxes, for the benefit of the City. These fees include, but are not limited to, attorney fees, appraisal expenses, auditing expenses, etc. These professional expenses are those expenses which may be incurred for the collection of taxes, foreclosure for failure to pay taxes, or to perform routine appraisals and which are performed by individuals or entities that are not staff of the County or City. The City shall also be responsible for the actual additional costs that they County may incur as a result of any future annexation by the City.

6. Discount on Bills for All Taxes. The County adopted a resolution implementing a policy for a two percent (2.00%) discount on tax bills that are paid prior to September 1st of each tax year on March 21, 2005. The City adopted a resolution implementing the same discounted rates on the __ day of _____, _____. The County and the City agree to continue to allow the same

discount on taxes paid prior to the due date each year. However, if the County and City determine that the discount should be changed, then both parties agree to adopt the same uniform discount between the two taxing entities.

7. Duties of the Tax Administrator. The County shall employ a Tax Administrator and at all times during the term of this Agreement, the Tax Administrator shall:

- a. Perform the obligations of County Assessor pursuant to N.C.G.S. §§ 105-294 et seq., as may be amended from time to time;
- b. Perform the obligations of Tax Collector pursuant to N.C.G.S. §§ 105-349 et seq., as may be amended from time to time;
- c. Meet the applicable continuing education requirements of N.C.G.S. §105-294(d);
- d. Provide an analysis of each year's County tax levy to the County Manager and the Board of Commissioners, when it is compiled;
- e. Provide an analysis of each year's City tax levy to the City Manager and the City Council, when it is compiled; and
- f. Request authority to proceed with collections, from both the Board of Commissioners and the City Council, by an order directing the Tax Administrator to collect the taxes charged in the tax records and receipts pursuant to N.C.G.S. §105-321(b).

8. Refunds and Releases. Any tax refund or release pursuant to N.C.G.S. §105-381, must be approved by the governing board of the taxing entity. Therefore, the Tax Administrator must request approval for any release or refund of taxes from the Board of Commissioners, for County taxes, or the City Council, for City taxes. These requests may be placed on the consent agenda of either governing board.

a. **County Tax Refund or Release less than \$100.00.** Any refund or release for the County that is less than One Hundred Dollars (\$100.00) may be approved the County Manager, as provided for in a Resolution adopted on the 20th day of April, 1987.

b. **City Tax Refund or Release less than \$100.00.** Any refund or release for the City that is less than One Hundred Dollars (\$100.00) may be approved the City Manager, as provided for in a Resolution adopted on the ___ day of _____, ____.

9. Bond of Tax Administrator. Pursuant to N.C.G.S. §105-349(c), the Tax Administrator shall be required to furnish a bond conditioned upon his/her honesty and faithful performance in such amount as the governing boards may prescribe. The County and the City shall

proportionally split the cost of said bond, and said bond shall be issued in the name of both the County and the City.

10. Appointment of Tax Administrator. The County shall be required to appoint the Tax Administrator pursuant to the North Carolina Constitution, N.C.G.S. §105-349 and §105-294. The Board of Commissioners shall appoint a Tax Administrator to serve a term of not less than two (2) nor more than four (4) years, as required by law. Upon appointment of a Tax Administrator by the County, the City shall then, at its next regularly scheduled meeting of the City Council, appoint the Tax Administrator as the Tax Administrator for the City. If a vacancy shall occur during the middle of a term, then the Board of Commissioners and the City Council shall appoint a qualified person to serve the remainder of the expired term.

11. Annual Audit. The tax records shall be audited annually by an independent certified public accountant mutually agreed upon by the County and City. Alternatively, each taxing unit may, at its own expense, provide for the auditing of the records relating to taxes due it. In the event of separate audits, the unit desiring the audit to be made shall bear the expense thereof. The tax records relating to taxes due the City shall be available to the City, its agents and employees at all reasonable times.

12. Duty to Foreclose. With respect to any delinquent tax items due to both the County and the City, the Tax Administrator may cause actions to be brought for foreclosure of said tax liens in the name of the City and the County. The Tax Administrator shall have the right to determine the attorney retained for said foreclosure. If taxes are delinquent to one of the taxing units and not to the other, then tax foreclosure suit shall be brought only in the name of the unit to which the taxes are due.

13. Amendment to Agreement. Any amendments to this Agreement shall be effective only when reduced to writing and adopted in the same manner as this contract is required to be adopted.

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

The City: City of Lincolnton
Attn: City Manager
114 Sycamore Street
Lincolnton, NC 28092

The County: Lincoln County
Attn: County Manager
P.O. Box 738
Lincolnton, NC 28093

15. Entire Agreement. This Agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein and covered hereby.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials, all by authority of resolution of the governing bodies of each of the taxing units duly adopted, this the day and year first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

Daphne Ingram, City Clerk

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

Thomas J. Wilson, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

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

Witness my hand and official seal this _____ day of _____, 2023.

(SEAL)

Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

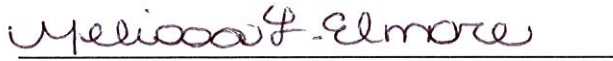
BY:



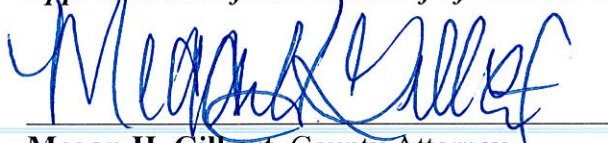
Carrol D. Mitchem
Chairman of the Board of Commissioners

ATTEST:

(SEAL)


Melissa Elmore, County Clerk

Approved as to form on behalf of Lincoln County.

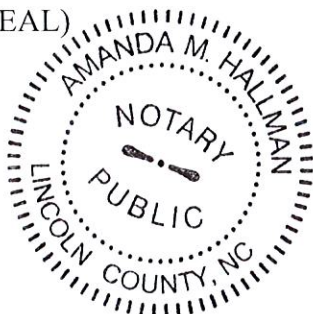

Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I Amanda M Hallman, a Notary Public, do hereby certify that **Melissa Elmore** came before me this day and acknowledge that she is the County Clerk of Lincoln County, a North Carolina body corporate and politic, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, the foregoing instrument was signed in its name and by its Chairman of the Board of Commissioners, sealed with its corporate seal and attested by her, its County Clerk.

Witness my hand and official seal this 15 day of May, 2023.

(SEAL)




Notary Public
My Commission Expires: 3-8-24

ORDER OF COLLECTION

State of North Carolina

City of Lincolnton

TO: The Tax Administrator of Lincoln County

Pursuant to North Carolina General Statute #105-321(b), you are here by authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the City of Lincolnton, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____, 2023

Ed Hatley, Mayor
City of Lincolnton

ATTEST:

Daphne Ingram, City Clerk
City of Lincolnton